



RE: McCauley Park Playground Sponsorship Agreement

Background:

As we prepare for the installation of the McCauley Park playground as a part of our 2022 capital improvements we have been working with CC Link, formerly the Christian County Board for the Developmentally Disabled. CC Links has approved a sponsorship of a specific apparatus of the playground and offered \$100,000 for this sponsorship.

Analysis:

We are excited that CC Links is choosing to partner with the parks department to help renovate the McCauley Park playground to provide Nixa's first inclusive playground. This would be a one time sponsorship of this apparatus to maintained by Nixa Parks and Recreation. The community benefit of this playground renovation will be tremendous as the playground will provide a full accessible space for everyone to gather and play within our community.

Recommendation:

Staff is recommending approval of this agreement to allow the City of Nixa to enter into this agreement for sponsorship, to work with CC Links to provide signage and recognition of their partnership of the playground. Thank you!

MEMO SUBMITTED BY:

Matt Crouse | Director, Parks and Recreation

mcouse@nixa.com | 417-725-5486

RESOLUTION NO. 2022-112

A RESOLUTION OF THE COUNCIL OF THE CITY OF NIXA AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A SPONSORSHIP AGREEMENT WITH CC LINKS FOR THE FUNDING OF PLAYGROUND EQUIPMENT AT MACCAULEY PARK.

WHEREAS City Council desires to authorize the execution of the Contract, attached hereto as "Resolution Exhibit A," for the purpose described therein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NIXA, AS FOLLOWS, THAT:

SECTION 1: The City Administrator, or designee, is hereby authorized to execute the Contract attached hereto, and incorporated herein by this reference, as "Resolution Exhibit A," with CC Links. Said Contract shall be in substantially similar form as the document attached hereto as "Resolution Exhibit A."

SECTION 2: The City Administrator and the officers of the City are hereby authorized to do all things necessary or convenient to carry out the terms and intent of this Resolution.

SECTION 3: This Resolution shall be in full force and effect from and after its final passage by the City Council and after its approval by the Mayor, subject to the provisions of section 3.11(g) of the City Charter.

ADOPTED BY THE COUNCIL THIS 14th DAY OF November, 2022.

ATTEST:

PRESIDING OFFICER

CITY CLERK

APPROVED BY THE MAYOR THIS _____ DAY OF _____, 2022.

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY ATTORNEY

AGREEMENT

This document is an Agreement between CC Links formerly the Christian County Board for the Developmentally Disabled (hereinafter "Agency") and City of Nixa (hereinafter "Business Associate").

Preliminary Recitals

The Agency exists pursuant to Sections 205.968 through 205.970 RSMo. City of Nixa, is a constitutional charter city organized pursuant to the laws of the state of Missouri. Sections 205.970 (3) of the Missouri Statutes provides that the Agency may contract with outside entities to provide services relating in whole, or in part, to the services which the Agency itself may provide to persons with developmental disabilities. It is the desire of the parties to enter into this Agreement pursuant to the above statute by providing funding to Business Associate under the terms, provisions, and conditions herein set forth.

Funding Agreement

I

The Agency agrees to provide funding in the amount of up to (\$100,000.00) to be used by Business Associate from September 15, 2022, through December 31, 2022, to perform and provide the following services to persons with development disabilities: Accessible playground.

Conditions

II

The funding is provided in accordance with a request for funds submitted to the Board of Directors of the Agency. That request is attached to, and made a part, of this Agreement. This Agreement shall be in effect from September 15, 2022, through December 31, 2022. Final invoices are due by no later than fourteen (14) calendar days of the expiration of the contract unless otherwise stated in the contract. The Agency shall have no obligation to pay any invoice submitted after the due date.

The funding shall be paid upon receipt by the Agency, of invoices or statements and upon approval of said invoices or statements as signified by the signature of the Chairman of the Agency's Board, or that of the Agency Board's Executive Director. Statements shall be accompanied by all necessary and requested documentation.

III

The Executive Director of the Agency's Board shall monitor and evaluate the provisions of this Agreement and Business Associate shall give said Executive Director its full cooperation. Within one year of the date of the execution of this Agreement, the Agency's Board may, if it chooses, prepare an evaluation report on the project. Business Associate shall cooperate with the Agency's Board by providing all information pertinent to the project.

At the Agency Board's request, Business Associate shall submit a complete report of the expenditure of funds to the Executive Director within one year of the date of execution of this Agreement. The Agency may, at any time during that one-year period, direct the Executive Director to examine the books of Business Associate to determine the manner in which the funds provided by the Agency are being expended.

IV

Business Associate shall conform to all laws, rules, and regulations applicable to its operations. The Agency does not assume any responsibility or obligation for the acts of Business Associate or the acts of Business Associate's employees.

V

Material violation of the conditions and funding herein provided for, in the sole discretion of the Agency, shall be cause for cancellation of this Agreement.

This Agreement shall be terminated if funds are not available at a sufficient level to fund the contract, or in the event of a change in law relevant to the contract, the obligations of each party may, at the sole discretion of Agency, be terminated in whole or in part, effective immediately or as determined by the Agency's Board, upon written notice to Business Associate from the Agency's Board. This Agreement may be terminated by either party by giving sixty (60) days advance written notice to the other party at its principal address.

It is the policy of the Agency to provide services to all persons without regard to race, color, national origin, religion, sex, age, or disability. No person shall be excluded from participation in or be denied the benefits of any service, or be subject to discrimination because of race, color, national origin, religion, sex, age, or disability.

Furthermore, it is the policy of the Agency to terminate any and all Agreements with Business Associate if, in the judgment of the Agency's Board, Business Associate should discriminate in its proceedings.

In the event Business Associate at any time fails or refuses to perform according to the terms of this Agreement, as determined by the Agency's Board, such failure and refusal shall constitute a default hereunder, and the Agency's Board will be relieved of any further obligation to make payments to Business Associate as set out herein and this Agreement may be terminated at the option of the Agency's Board.

Notwithstanding any other payment provision of the agreement, if Business Associates fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the State of Missouri, or Christian County, the Agency's Board may withhold payment or reject invoices under the agreement.

VI

Health Insurance Portability and Accountability Act of 1996 (HIPAA)

RECITALS

Background and Purpose: The Agency and Business Associate are both subject to and must comply with provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5), (collectively referred to hereinafter as

“HIPAA”) and all regulations promulgated pursuant to authority granted therein. Contractor is a “Business Associate” of the Agency as defined in 45 CFR 160.103. This Agreement shall govern Business Associate’s receipt, use, maintenance, transmittal and creation of Protected Health Information on behalf of Agency.

A. Definitions

Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the Health Insurance Portability and Accountability Act (HIPAA) as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH), and all regulations promulgated pursuant to authority granted therein.

1. “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “protected health information”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
2. Breach means the unauthorized acquisition, access, use, or disclosure of PHI in a manner not permitted under Part 164, Subpart E of the HIPAA Rules that compromises the security or privacy of such information, except as provided in 42 USC 17921. This definition shall not apply to the term breach of contract as used in this Agreement.
3. Business Associate is defined in 45 CFR 160.103 and for purposes of this agreement mean the contractor with whom Agency has an underlying contract for goods or services.
4. Covered Entity, as defined in 45 CFR 160.103, and/or Agency means CC Links for purposes of this Agreement.
5. Electronic Protected Health Information or ePHI shall have the same meaning as the term “electronic protected health information” in 45 CFR 160.103 of the Security Rule to the extent such information is transmitted in Electronic Media or maintained in Electronic Media by Business Associate from or on behalf of Agency.
6. Enforcement Rule means the rules codified at 45 CFR Part 160, Subparts C, D, and E.
7. HIPAA Rules means the collective privacy, security, breach notification and enforcement rules and regulations found at 45 CFR Parts 160 and 164.
8. Individual means the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with the HIPAA Rules and HITECH Standards.
9. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Information at 45 CFR Part 160 and Subparts A and E of Part 164.
10. Protected Health Information (PHI) means certain individually identifiable health information as defined in 45 CFR § 160.103:
 - a. Except as provided in paragraph 2 of this definition that is transmitted by electronic media; or maintained in electronic media or transmitted or maintained in any other form or medium.

- b. PHI excludes individually identifiable health information in education records covered by the Family Educational Rights and Privacy Act, as amended; and employment records held by a covered entity in its role as employer.
- 11. Security Incident shall be defined as set forth in the "Obligations of the Business Associate" section of this Agreement.
- 12. Security Rule shall mean the Security Standards at 45 CFR Part 160 and Part 164 as amended from time to time.
- 13. Unsecured Protected Health Information or Unsecured PHI means PHI that is not secured through the use of a technology or methodology specified in the Secretary of the Department of Health and Human Services' guidance.

B. Obligations of Business Associate

1. *Safeguards.* Business Associate shall appropriately safeguard PHI that it receives, creates, maintains, uses or transmits on behalf of the Agency. Business Associate shall comply with the terms of this Agreement as well as the requirements of HIPAA as amended and all regulations promulgated thereunder. Any ambiguities in this Agreement shall be interpreted to allow compliance with HIPAA.
2. *Limit Use and Disclosures.* Business Associate agrees not to use or disclose PHI except as permitted or required by this Agreement or as required by law. Business Associate may disclose PHI (a) for Business Associate's proper management and administration, and (b) to carry out the legal responsibilities of Business Associate under this Agreement, assuming either of the following are satisfied: (i) the disclosure is required by law or (ii) Business Associate obtains reasonable assurances from the person to whom Business Associate further discloses the PHI in accordance with the requirements of Paragraph 9 herein.
3. *Use Minimum Necessary.* Business Associate shall comply with the minimum necessary disclosure requirements set forth in 45 CFR 164.502(b).
4. *Use Safeguards.* Business Associate agrees to use reasonable safeguards to prevent use or disclosure of PHI and ePHI other than as allowed by this Agreement or as otherwise required or allowed by law. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and ePHI that Business Associate creates, receives, maintains, or transmits on behalf of Agency. Such safeguards shall include:
 - a. Workforce training on the appropriate and allowable uses and disclosures of PHI pursuant to the terms of this Agreement;
 - b. Policies and procedures implemented by the Business Associate to prevent inappropriate and unauthorized uses and disclosures of PHI by its workforce and subcontractors;
 - c. Encryption of any transmission of electronic communication containing PHI or any portable device used to access or maintain PHI, or an equivalent safeguard;
 - d. Compliance with the security standards set forth in Subpart C of 45 CFR Part 164; and
 - e. Any other safeguards necessary to prevent the inappropriate or unauthorized use or disclosure of PHI.

5. *Report Inappropriate Uses or Disclosures of PHI.* If Business Associate becomes aware of any use or disclosure of PHI not permitted by this Agreement or by law, Business Associate agrees to report such violation to Agency immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. Within five days of becoming aware of such incident, Business Associate shall provide Agency with a description of any remedial action taken to mitigate any harmful effect of such and a proposed written plan of action for approval that describes plans for prevention of any such future incident.
6. *Report Security Incidents.* If Business Associate becomes aware of a Security Incident, Business Associate agrees to report such incident to Agency immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. Security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with systems operations. Within five days of becoming aware of such incident, Business Associate shall provide Agency with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for prevention of any such future security incidents.
7. *Report Breaches of Unsecured PHI.* In the event that Business Associate discovers a Breach of Unsecured PHI, Business Associate agrees to immediately notify Agency upon becoming aware of such breach and shall take immediate action to stop the continuation of any such incident. Within five days of becoming aware of the incident, Business Associate shall provide Agency with the following:
 - a. The name, address, and telephone number of each individual whose information was involved;
 - b. The electronic address of any individual whose information was involved if the individual has specified a preference of contact by electronic mail;
 - c. A brief description of what happened; the date of the Breach and the date of the discovery of the Breach;
 - d. A description of the types of Unsecured PHI that were involved in the Breach (such as full name, Social Security Number, date of birth, home address, Medicaid number, diagnosis, or types of information that were involved);
 - e. Any steps the Individuals should take to protect themselves from potential harm resulting from the Breach;
 - f. Any remedial action being taken to mitigate any harmful effect; and
 - g. A proposed plan for approval for prevention of any such future incidents.
8. *Make Information Available for Accounting of Disclosures.* Business Associate agrees to maintain records of each disclosure containing at a minimum, the date of the disclosure, the name of the entity or person who received the PHI and, if known, the address of such entity or person, a brief description of the PHI disclosed, and a brief statement of the purpose of the disclosure. Upon request and as directed by Agency, Business Associate shall provide to Agency or to the

individual to whom the PHI relates an accounting of all such disclosures in accordance with 45 CFR 164.528. Such information shall be provided in the time and manner designated by the Agency. To the extent required by Business Associate under Section 13405(c) of the HITECH Act, if Agency uses or maintains Electronic Health Records (EHR), Business Associate will include in the accounting disclosures made for treatment, payment, or health care operations purposes through the EHR. Business Associate agrees to make available to the Individual the information described above if properly requested by the Individual.

9. *Require Compliance of Subcontractors and Agents.* In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), Business Associate shall ensure that any agents, including any subcontractor, of Business Associate to whom Business Associate provides Protected Health Information received from, or created or received by Business Associate on behalf of Agency agree to the same restrictions, requirements and conditions that apply to the Business Associate with respect to such information.
10. *Incorporate Amendments.* Business Associate agrees to make any amendments to PHI in a designated record set that Agency directs or agrees to pursuant to 45 CFR 164.526 at the request of Agency or an Individual, and in the time and manner designated by Agency.
11. *Provide Access.* Business Associate agrees to provide access, at the request of Agency, and in the manner and time designated by Agency, to PHI in a designated record set, to Agency or as directed by Agency, to an Individual in order to meet the requirements under 45 CFR 164.524. If Business Associate maintains an EHR, Business Associate shall provide such information in electronic format to enable Agency to fulfill its obligations under Section 13405(e) of the HITECH Act.
12. *Restrict Disclosure of PHI.* Upon written request by Agency on behalf of an Individual, Business Associate agrees to consider restrictions on the use or disclosure of PHI agreed to by Agency. Business Associate will grant requests to limit disclosures to health plans for payment or health care operations purposes when the provider has been paid out of pocket in full for services or products as provided in Section 13405(a) of the HITECH Act.
13. *Notification of Material Breach of Contract.* If Business Associate becomes aware of a pattern of activity or practice of the Agency that constitutes a material breach of contract regarding the Agency's obligations under this Agreement, Business Associate shall notify Agency of the activity or practice that constitutes a material breach or violation of HIPAA.
14. *Record Retention.* To meet the requirements of HIPAA and the regulations promulgated thereunder, Business Associate shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six years as specified in 45 CFR Part 164.
15. *Audit and Inspections.* Unless otherwise protected or prohibited from disclosure by law, Business Associate shall make the internal practices, books, and records, including policies and procedures, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Agency available to the Agency and/or to the Secretary of the U.S. Department of Health and Human Services for purposes of determining the

Agency's and/or Business Associate's compliance with its legal obligations with the HIPAA Rules and the Agreement.

16. *Remuneration in Exchange for PHI.* Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information without a valid Authorization.

C. Permitted Uses and Disclosures by Business Associate

1. *Purpose.* Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information received by it in its capacity as a Business Associate to perform functions, activities or services for or on behalf of Agency to perform its obligations under this Agreement and the Underlying Contract provided that such use of disclosure would not violate HIPAA and the regulations promulgated thereunder. Business Associate may disclose PHI for the purposes authorized by this Agreement to its employees, subcontractors, agent, and third parties in accordance with this Agreement. All other uses not authorized by this Agreement are prohibited.
2. *Use of PHI for Administration and Legal Responsibilities.* Subject to the terms of this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities.
3. *Disclosure of PHI for Administration and Legal Responsibilities.* Business Associate may disclose PHI to third parties for the proper management and administration of Business Associate and to carry out its legal responsibilities.
4. *Data Aggregation Services.* Business Associate may use PHI to provide data aggregation services to Agency as permitted by 45 CFR 164.504(e)(2)(i)(B) upon written permission of Agency to do so.

5. *De-Identification.* Business Associate may use PHI to create de-identified information consistent with the standards set forth at 45 CFR 164.514 upon written permission of Agency to do so.
6. *Sales or Marketing.* Business Associate shall not use or disclose PHI for fundraising or marketing purposes. Business Associate shall not directly or indirectly receive remuneration in exchange for PHI, except with proper authorization or as otherwise permitted by the HITECH Act Section 13405(d). However, this prohibition shall not affect payment by Agency to Business Associate for services provided pursuant to the Underlying Contract.
7. *Minimum Necessary.* Business Associate agrees to make uses, disclosures, and requests for PHI consistent with the Agency's minimum necessary policies and procedures.

D. Obligations of Covered Entity

1. *Permissible Use or Disclosure.* Agency shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Rules or HITECH Standards if done by Agency or that is not otherwise expressly permitted under this Agreement.
2. *Revocations.* Agency shall notify Business Associate of any changes in, or revocation of, authorization by an individual to use or disclose PHI.
3. *Restrictions.* Agency shall notify Business Associate of any restriction to the use or disclosure of PHI that the agency has agreed to in accordance with 45 CFR 164.522.

E. Term and Termination

1. *Term.* The term of this Agreement is effective as of the Effective Date and shall continue unless or until the Agreement is terminated in accordance with the termination provisions of the Agreement.
2. *Termination.* Agency may terminate this Agreement for any reason, or no reason in its discretion. Agency shall report a breach by the Business Associate to the Secretary of the U.S. Department of Health and Human Services.
3. *Effect of Termination.*
 - 1) Upon termination of this Agreement, for any reason, at the discretion of the Agency, Business Associate shall return to Agency or destroy all PHI received from Agency, or created or received by Business Associate on behalf of Agency. This provision shall also apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of PHI.
 - 2) Upon determination by the Agency that return or destruction of PHI is not feasible, Business Associate shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If at any time it becomes feasible to return or destroy any such PHI maintained pursuant to this paragraph, Business Associate must notify the Agency and obtain instructions for either the return or destruction of the PHI.

F. Miscellaneous

1. **Assignment.** No assignment of this agreement shall be made by any party without the prior written consent of the other party.
2. **Discrimination.** Business Associate agrees, in the performance of this Agreement, not to discriminate on the grounds of or because of race, creed, color, national origin or ancestry, sex, religion, age, handicap, or political opinion or affiliation, against any employee of Business Associate or applicant for employment, and shall use commercially reasonable efforts to include a similar provision in all subcontracts let or award hereunder.
3. **Conflict of Interest.** No salaried officers of the Agency shall have a financial interest, direct or indirect, in this Agreement. A violation of this provision renders the Agreement void. Federal regulations and state law shall not be violated.
4. **Applicable Laws.** Business Associate agrees to comply with all laws of the United States of America and the State of Missouri that are applicable to work being performed by Business Associate under this Agreement.
5. **Governing Law; Jurisdiction.** This Agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri without regard to conflicts of laws principles. Should any part of this Agreement be adjudicated, venue shall be proper only in the Circuit Court of Christian County, Missouri.
6. **Notices.** All notices required or permitted hereunder and required to be in writing may be given by first class mail, addressed to Business Associate at 301 S. Main Street, Nixa, MO 65714; and the Agency at 1548 N. Commercial Road, Nixa, MO 6571. The

date of delivery of any notice shall be the date falling on the second full day after its mailing.

7. **Entire Agreement.** This Agreement contains the entire Agreement between the parties respecting the matters herein set forth and supersedes all prior Agreements between the parties hereto about such matters. This Agreement may be executed in any number of counterparts, including through electronic signature and the exchange of .pdf signature pages, which together shall constitute the Agreement of the parties. No Agreements altering or supplementing the terms hereof may be made except by means of a written document signed by the duly authorized representatives of the parties.

8. **Construction.** This Agreement is the result of arms-length negotiations and shall not be construed for or against any party by virtue of draftsmanship.

9. **References.** A reference in this Agreement to a section in the HIPAA Rules or HITECH Standards means the section in effect or as amended, and for which compliance is required.

10. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits compliance with the HIPAA Rules and HITECH Standards.

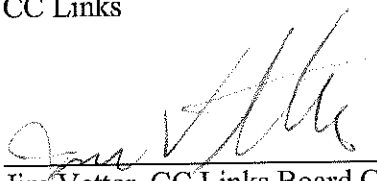
11. **Amendment.** Agency and Business Associate agree to amend this Agreement from time to time as may be necessary for Agency to comply with the requirements in state and federal laws and regulations relating to the privacy, security and confidentiality of PHI that may be promulgated and affect the provisions of this Agreement.

12. **Survival.** The respective rights and obligations of Business Associate under this Agreement shall survive the termination of this Agreement and the Underlying Contract.

13. **Third Party Beneficiary.** There are no intended third-party beneficiaries to this Agreement. It is the parties' intent that nothing contained herein shall give rise to any right or cause of action in or on behalf of the individuals whose PHI or ePHI is used or disclosed pursuant to this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives this _____ day of _____, 2022.

AGENCY
CC Links



Jim Vetter, CC Links Board Chairman



Andrea Swope, CC Links Executive Director

BUSINESS ASSOCIATE

City of Nixa,

Jimmy Liles, City Administrator

ATTEST:

Rebekka Coffey, City Clerk

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000.00) by the state or by any political subdivision of the state (e.g., CC Links) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over five thousand dollars (\$5,000.00). RSMO 285.530 does not apply to solicitations for commodities only. If a solicitation is for services and commodities, RSMO 285.530 applies if the services portion of the solicitation is over five thousand dollars (\$5,000.00).

CC Links, in order to comply with sections 285.525 through 285.550 and 292.675 RSMO, requires as a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000.00) the contractor shall submit the following documents:

Required Affidavit for Contracts over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

1. That Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
2. That Company does not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)).

Christian County encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at <https://e-verify.uscis.gov/emp/vislogin.aspx?JS=YES> or by calling 1-888-464-4218.

If you have any questions, please contact CC Links, Executive Director at (417) 494-4982.

Affidavit of Compliance with Section 285.500 R.S.Mo., Et Seq.
For all Agreements in excess of \$5,000.00.
Effective January 1, 2009

STATE OF _____)
) ss.
COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____, State of _____, personally appeared _____ (Name) who is _____ (Title) of _____ (Name of Company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follow:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature

Name: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission expires: _____