

# **9-1-1 Service Board Meeting**

**August 26, 2021  
1:00 p.m. – 3:00 p.m.**

## **Virtual**

**Join Via Computer:** <https://zoom.us/j/92416168831>

**Join Via Telephone:** +1 312 626 6799

**Access Code:** 924 1616 8831

## **AGENDA**

- I. **Action Item:** Roll Call
- II. **Action Item:** Review/Approve Agenda
- III. **Action Item:** Review/Approve Minutes
- IV. **Update/Possible Action Item:** Updated FCC Guidance on Fee Diversion (Jennifer Griffin, Lathrop GPM)
- V. **Update/Action Item:** Change to Priority Dispatch Contract (Jennifer Griffin, Lathrop GPM)
- VI. **Action Item:** Establish AED Working Group
- VII. **Action Item:** Review/approve new NENA i3 Standard for NG911
- VIII. **Action Item:** Review/approve updated rules for eligible grant applicants (legislation to allow for Elected Emergency Service Boards to apply directly goes into effect on August 28)
- IX. **Action Item:** Approve spending for NG911 Training at MPSCC Conference: Fall conference scholarships, course recording, & CyberSecurity Training
- X. **Action Item:** Review/approve Learning Management System (LMS) RFP (Training Committee)
- XI. **Presentation:** Intersection of Broadband & NG911 (David Lucas, Mission Critical Partners)
- XII. **Discussion Item:** Director Update (Brian)
  - a. **Update Item:** GIS Project Update
  - b. **Update Item:** NG911 Feasibility Study
  - c. **Update Item:** Federal NG911 Funding Update
- XIII. **Discussion Item:** C2C Update (Scott & Kaycee)
  - a. **Update Item:** Grant/Loans – Present grant report
  - b. **Update Item:** July Regional Meetings
  - c. **Update Item:** GIS
- XIV. **Discussion Item:** Committee Updates

- a. Finance Committee
- b. Training Committee
- c. Grants and Loans Committee
- d. Legislative Committee
- e. Regionalization Committee
- f. NG911 Committee
- g. Nominations Committee
- h. Air Ambulance Committee
- i. Personnel Policy Committee

XV. **New Business**

XVI. **Public Comment**

XVII. **Action Item:** Review Summer 2021 Grant Cycle Committee Recommendations

XVIII. **Action Item:** Adjourn

*The 911 Service Board may go into closed session for any reason pursuant to 610.021 RSMo*

**Next Meeting:**

Wednesday, September 29 at 3:00pm

MPSCC Conference, Tan-Tar-A Lake Resort, Osage Beach



## Minutes: 911 Service Board Meeting

June 17, 2021  
1:00 p.m. – 3:00 p.m.

Cole County Fire Protection District  
5206 Monticello Rd, Jefferson City, MO 65109  
Join Via Telephone: 1-800-719-6100, Access Code: 777 4755

MOTION TO	MOTION MADE BY	SECONDED BY	APPROVED (Y/N)
Approve Agenda	Kevin Bond	Sheriff Stephen Korte	<b>Yes</b> Voice Vote (Unanimous)
Approve May Board Meeting Minutes	Alan Wells	Chief Michael Snider	<b>Yes</b> Voice Vote (Unanimous)
Approve the addition of new board officer (Treasurer), Jason White, as an authorized signer to the Board's Hawthorne Bank Account.	Dr. Kenneth Scott	Chief James Person	<b>Yes</b> Voice Vote (Unanimous)
Approve the authorization of Jason White to transfer bank account funds and remove James Person as a signer on the Board's Hawthorne account.	Chief James Person	Chief Michael Snider	<b>Yes</b> Voice Vote (Unanimous)
Transfer the Board bond to Jason White and remove Dr. Kenneth Scott from bond	Chief James Person	Lisa Schlottach	<b>Yes</b> Voice Vote (Unanimous)
Approve two EMD vendors recommended by the Board's review committee (Priority Dispatch & PowerPhone)	Lisa Schlottach	Chief Michael Snider	<b>Yes</b> Voice Vote <ul style="list-style-type: none"> <li>• Sheriff Stephen Korte - abstain</li> </ul>
Approve FY 2022 budget as presented	Jason White	Sheriff Stephen Korte	<b>Yes</b> Voice Vote (Unanimous)

Approve FY 2020 audit report as amended and presented by Kyle Schenewerk (Graves & Associates)	Chief James Person	Dr. Kenneth Scott	<b>Yes</b> Voice Vote (Unanimous)
Draft and send a letter to Missouri's Federal Delegation in support of the Missouri 911 Saves Act	Dr. Kenneth Scott	Jason White	<b>Yes</b> Voice Vote (Unanimous)
Adjourn	Chief James Person	Sheriff Stephen Korte	<b>Yes</b> Voice Vote (Unanimous)



**911 Service Board – Roll Call  
June 17, 2021**

<b>Appointee</b>	<b>Represents</b>	<b>Present</b>	<b>Absent</b>	<b>N/A</b>
Chief James Person, Chairman	Police Chiefs	✓		
Alan Wells, Vice-Chairman	1 <sup>st</sup> Class Counties	✓		
Lisa Schlottach, Secretary	911 Directors Association	✓		
Dr. Kenneth Scott, Treasurer	2 <sup>nd</sup> , 3 <sup>rd</sup> , & 4 <sup>th</sup> Class Counties	✓		
Sheriff Stephen Korte	APCO	✓		
Jason White	Emergency Medical Services & Physicians	✓		
Sheriff Rodney Herring	Sheriffs		✓	
Chief Michael Snider	Fire Chiefs	✓		
Kevin Bond	Department of Public Safety Designee	✓		
Vacant	Governor’s Council on Disability			✓
Vacant	Municipalities			✓
Vacant	Wireless Telecommunications			✓
Vacant	Telecommunications			✓
Vacant	VOIP			✓
Vacant	MO-NENA			✓

local use of those funds.<sup>66</sup> NASNA adds that states “would have no visibility over how these funds are spent at the local level.”<sup>67</sup> NASNA suggests that in states where there is limited authority over local 911 fee collection or use, the Commission should require that local units report directly to the Commission, and “the state should not be held accountable for any finding of diversion occurring at the local level of which it does not have authority.”<sup>68</sup> Further, NASNA requests that the Commission “notify the state in a timely manner of any diversion to ensure the state can restrict or require repayment of any grant funds or other restrictions that the local diverter would be subject to under the FCC’s rules on 911 fee diversion.”<sup>69</sup>

26. We find that it is consistent with the intent of section 902 to hold states responsible for fee diversion by localities within their boundaries. Absent such a policy, states or taxing jurisdictions could have an incentive to avoid oversight or accountability for expenditures by political subdivisions. We also decline to require that local units report directly to the Commission, as NASNA requests. The NET 911 Act requires the Commission to report on the “status in each State” of the collection and distribution of 911 fees or charges,<sup>70</sup> and the agency’s annual 911 fee report questionnaire is consistent with this directive. We note that states may disclose limitations on their authority over local 911 fee collection or use in their responses to the fee report questionnaire and that these questionnaires are publicly available on the Commission’s website.<sup>71</sup> We also note that the petition for determination process established by section 902 provides a mechanism for further consideration of this issue in the context of specific fact patterns.<sup>72</sup> In response to concerns that defining diversion in this way could result in the denial of grant funding for states or local jurisdictions on the basis of the actions of localities over which they have no control, we note that decisions with respect to grant eligibility will be made by the agencies managing the grant program, not the Commission. If states and localities seek flexibility under these circumstances with respect to eligibility for grant funding, they must request it from the agencies managing the grant program.<sup>73</sup> We provide additional guidance below on how fee diversion at the local level would affect eligibility for Commission advisory panels.<sup>74</sup>

### 3. State or Taxing Jurisdiction

27. *Background.* Section 902 defines a state or taxing jurisdiction as “a State, political subdivision thereof, Indian Tribe, or village or regional corporation serving a region established pursuant to the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).”<sup>75</sup> We proposed in the *Notice* to codify this definition in our rules.<sup>76</sup> We also proposed to add the definition of “State” from 47 U.S.C. § 615b to the subpart I rules. Under section 615b, the term “State” means “any of the several States, the

<sup>66</sup> National Association of State 911 Administrators Comments, PS Docket Nos. 20-291 and 09-14, at 5 (rec. Mar. 22, 2021) (NASNA Mar. 22, 2021 Comments).

<sup>67</sup> NASNA Mar. 22, 2021 Comments at 5.

<sup>68</sup> NASNA Mar. 22, 2021 Comments at 5.

<sup>69</sup> NASNA Mar. 22, 2021 Comments at 5.

<sup>70</sup> 47 U.S.C. § 615a-1(f)(2).

<sup>71</sup> See Federal Communications Commission, *911 Fee Reports and Reporting*, <https://www.fcc.gov/general/911-fee-reports> (last visited May 21, 2021).

<sup>72</sup> See 47 U.S.C. § 615a-1(f)(5) (as amended); section 902(c)(1)(C).

<sup>73</sup> Consistent with this, the agencies administering the grant program would decide eligibility in the situation posed by the Illinois State Police of a locality that has diverted. See IL State Police Mar. 23, 2021 Comments at 2.

<sup>74</sup> See *infra* paras. 75-76.

<sup>75</sup> 47 U.S.C. § 615a-1(f)(3)(D)(iii) (as amended); section 902(c)(1)(C).

<sup>76</sup> See *Notice* at 8, para. 19; *id.* at 17, Appx. A (proposed section 9.22).



Kaycee Nail &lt;kaycee.nail@missouri911.org&gt;

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**Fwd: PDC Contract -- Follow up**

8 messages

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**Brian Maydwell** <brian.maydwell@missouri911.org>

Thu, Aug 19, 2021 at 3:21 PM

To: Kaycee Nail &lt;kaycee.nail@missouri911.org&gt;, Scott Penman &lt;scott.penman@missouri911.org&gt;

Brian,

The changes to Section 12.1.5 are acceptable to me. I still have reservations about the changes to Section 10.13, which states as follows in the contract (per the notes I made):

10.13 states "The contractor shall defend, protect, and hold harmless the Board, 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."

All of the changes limit the contractor's obligation to the Board, which is not in the Board's interest. That said (i)-(iv) are not unreasonable. I do not like (v) because it expressly reduces the amount of the contractor's maximum liability (removing liability for loss of profit or consequential or indirect damages). At this point, I think the best thing to do is tell Richard that the revised revisions will be presented to the Board at its meeting next week and let the Board decision if it will accept the Section 10.13 (v) or not. I am happy to talk to the Board about it. Thanks!

Jennifer

**Jennifer Griffin**

Partner  
Lathrop GPM LLP  
314 E. High Street  
Jefferson City, MO 65101  
Direct: 573.761.5006  
Mobile: 573.619.1629  
jennifer.griffin@lathropgpm.com  
lathropgpm.com

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**From:** Richard Contreras [mailto:[Richard.Contreras@prioritydispatch.net](mailto:Richard.Contreras@prioritydispatch.net)]  
**Sent:** Tuesday, August 10, 2021 11:43 AM  
**To:** Brian Maydwell <[brian.maydwell@missouri911.org](mailto:brian.maydwell@missouri911.org)>  
**Cc:** Griffin, Jennifer S. <[jennifer.griffin@lathropgpm.com](mailto:jennifer.griffin@lathropgpm.com)>; Shawn Johnson <[Shawn.Johnson@prioritydispatch.net](mailto:Shawn.Johnson@prioritydispatch.net)>; [seim.nathan@dorsey.com](mailto:seim.nathan@dorsey.com)  
**Subject:** PDC Contract -- Follow up

Hello All,

Thank you for your patience. We have revised our requested changes. Please see below.

Section 12.1.5 – Please add the language below in red.

The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence (**as determined by a court of competent jurisdiction**) involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to indemnify and save the Board, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act, including attorneys' fees. The contractor also agrees to hold the Board, including its agencies, employees, and assignees, harmless for any negligent act or omission (**as determined by a court of competent jurisdiction**) committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract. **Notwithstanding anything to the contrary in this Section 12.1.5:**

- The contractor shall not be **liable or responsible (and shall not be required to indemnify or hold harmless)** for any injury or damage occurring as a result of any negligent act or omission committed by the Board (including its agencies, employees, and assignees) **or by any PSAP (including its employees, agents or assignees), in each case including but not limited to any deviations from the protocols or services provided by contractor to the Board or the PSAP.**
- Under no circumstances shall the contractor be liable (**or be required to indemnify or hold harmless**) for any of the following: (1) third party claims against the Board **or any PSAP** for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

Section 10.7 – We will forego our requested change here.

Section 10.13 – Please incorporate our protections (in red) into the original language.



The contractor shall defend, protect, and hold harmless the Board, its officers, agents, and employees against all suite of law or in equity resulting from patent and copyright infringement (as determined by a court of competent jurisdiction) with respect to contractor's services or products produced under the terms of the contract; provided that (i) the Board provides written notice of the alleged infringement to contractor; (ii) the Board gives contractor the right to defend the claim; (iii) the Board provides contractor with available information and reasonable cooperation relating to the claim; (iv) the Board does not compromise or settle such claim without contractor's prior written approval; (v) the infringement is not caused by, or the result of, any improper or unauthorized action by the Board (including its officers, agents or employees) or by any PSAP (including its officers, agents or employees); (vi) the Board and the applicable PSAP has maintained and is using the then-current version of contractor's services and products, if such infringement would not have occurred with the use of the then-current versions; and (v) contractor will not be liable (and shall not be required to indemnify or hold harmless) any part of the claim for loss of profit or consequential or indirect damages.

Jennifer, we have worked to find middle ground on this. Hopefully we can move forward with submitting to the Board with your approval. Please let me know if any further discussion is needed.

Thank you,

Richard Contreras

**Corporate Paralegal/RFP Coordinator**



110 S Regent St

Salt Lake City, UT 84111

385-429-9536

[Richard.contreras@prioritydispatch.net](mailto:Richard.contreras@prioritydispatch.net)



**Brian Maydwell, ENP**  
**Missouri 911 Coordinator**  
Executive Director  
[Missouri 911 Service Board](#)

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**Missouri 911 Coordinator**  
Executive Director  
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**JENNIFER S. GRIFFIN**  
PARTNER  
JENNIFER.GRIFFIN@LATHROPGPM.COM  
573.761.5006

Sarah Schappe  
Joint Committee on Administrative Rules  
Capitol Building, Room B-8  
Jefferson City, Missouri 65101  
[JTCAR@senate.mo.gov](mailto:JTCAR@senate.mo.gov)

Re: **Proposed Amendment 11 CSR 90-2.010**

Dear Ms. Schappe,

Attached please find a rulemaking packet for filing with your office for the above-referenced proposed rule of the Missouri 911 Service Board. The packet includes the following documents:

1. This letter;
2. Rule Transmittal Sheet;
3. Cover letter for the Secretary of State;
4. Declaration of Public Cost;
5. Proposed Amendment; and
6. An email attachment in Microsoft Word containing the rule.

If there are any questions regarding this proposed rulemaking, please contact me via email at [jennifer.griffin@lathropgpm.com](mailto:jennifer.griffin@lathropgpm.com) or on my mobile at (573) 619-1629.

A handwritten signature in black ink, appearing to read "Jennifer S. Griffin". The signature is fluid and cursive, with a prominent initial "J" and "S".

---

Jennifer S. Griffin, Legal Counsel  
Missouri 911 Service Board

**John R. Ashcroft**

Secretary of State  
Administrative Rules  
RULE TRANSMITTAL

Administrative Rules Stamp

Rule Number 11 CSR 90-2.010

Use a "SEPARATE" rule transmittal sheet for EACH individual rulemaking.

Name of person to call with questions about this rule:

Content Jennifer S. Griffin (573) 619-1629 (573) 893-5398

Email address jennifer.griffin@lathrogpm.com

Data Entry Jennifer S. Griffin Phone (573) 619-1629

FAX (573) 893-5398

Email address jennifer.griffin@lathrogpm.com

Interagency mailing address Missouri 911 Service Board, P.O. Box 2126, Jefferson City, MO 65102

TYPE OF RULEMAKING ACTION TO BE TAKEN

Emergency Rulemaking  Rule  Amendment  Rescission  Termination

Effective Date for the Emergency \_\_\_\_\_

Proposed Rulemaking  Rule  Amendment  Rescission

Rule Action Notice  In Addition  Rule Under Consideration

Request for Non-Substantive Change

Statement of Actual Cost

Order of Rulemaking  Withdrawal  Adopt  Amendment  Rescission

Effective Date for the Order \_\_\_\_\_

Statutory 30 days OR Specific date \_\_\_\_\_

Does the Order of Rulemaking contain changes to the rule text?  NO

YES—LIST THE SECTIONS WITH CHANGES, including any deleted rule text:

Small Business Regulatory  
Fairness Board (DED) Stamp

JCAR Stamp



Lathrop GPM LLP  
lathropgpm.com

314 East High Street  
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Main: 573.893.4336

**JENNIFER S. GRIFFIN**  
PARTNER  
JENNIFER.GRIFFIN@LATHROPGPM.COM  
573.761.5006

Secretary of State  
Administrative Rules  
600 West Main Street  
Jefferson City, Missouri 65101  
rules@sos.mo.gov

Re: **Proposed Amendment 11 CSR 90-2.010**

Dear Secretary,

#### CERTIFICATION OF ADMINISTRATIVE RULE

I do hereby certify that the attached is an accurate and complete copy of the proposed rulemaking lawfully submitted by the Missouri 911 Service Board.

The Missouri 911 Service Board further certifies that it has conducted an analysis of whether or not there has been a taking of real property pursuant to section 536.017, RSMo, and that the proposed rulemaking does not constitute a taking of real property under relevant state and federal law.

The Missouri 911 Service Board has determined and hereby also certifies that if the proposed rulemaking does affect small business pursuant to sections 536.300 to 536.310, RSMo, a small business impact statement has been filed as required by those sections. If no small business impact statement has been filed the proposed rulemaking either does not affect small business or the small business requirements do not apply pursuant to section 536.300.4, RSMo.

Statutory Authority: sections 650.330, RSMo Supp. 2020 and 650.335, RSMo Supp. 2021

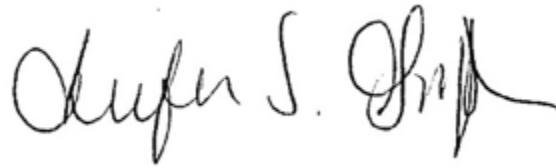
*Jennifer S. Griffin*  
*Lathrop GPM, LLP*  
*314 E. High St.*  
*Jefferson City, MO 65101*  
*(573) 619-1629 (mobile) or (573) 893-5398 (office)*  
*jennifer.griffin@lathropgpm.com*

---

Jennifer S. Griffin, Legal Counsel  
Missouri 911 Service Board

**DECLARATION  
OF PUBLIC COST**

I, Jennifer S. Griffin, do declare that it is my opinion that the cost of proposed amendment 11 CSR 90-2.010, is less than five hundred dollars in the aggregate to this agency, any other agency of state government or any political subdivision thereof.

A handwritten signature in black ink, appearing to read "Jennifer S. Griffin". The signature is fluid and cursive, with a prominent initial "J" and a long, sweeping tail.

---

Jennifer S. Griffin, Legal Counsel  
Missouri 911 Service Board

**Title 11 – DEPARTMENT OF PUBLIC SAFETY  
DIVISION 90 – Missouri 911 Service Board  
Chapter 2—911 Financial Assistance Program**

**PROPOSED AMENDMENT**

**11 CSR 90-2.010 Definitions.** The board is amending subsection (G) of section (1).

*PURPOSE: This amendment changes the definition of eligible applicants to include elected emergency services boards consistent with a change to section 650.335, RSMo that becomes effective on August 28, 2021.*

(1) As used in this chapter, the following terms shall mean:

(A) “911 services authority,” any county or city governing body or elected emergency services board to which the board remits prepaid wireless emergency telephone service charges deposited in the fund under section 190.460.3.(5), RSMo;

(B) “911 service level,” level of a Public Safety Answering Point’s (PSAPs) 911 services. There are four (4) levels— 1. Basic—No 911 equipment; 2. Enhanced—Wireline only; 3. Phase 1—Wireless number only; and 4. Start Phase II—Latitude/Longitude, Text-to-911;

(C) “Adverse action,” an action taken by the board to deny, reject, reduce, suspend, or terminate a grant or loan application, financial assistance under an approved application or project agreement, or request to materially amend a project agreement or extend the project completion date;

(D) “Application window,” a period set by the board for the submission of applications for grants and loans available pursuant to section 650.335, RSMo;

(E) “Award priority areas,” attributes of loan or grant applications that warrant priority in allocating financial assistance from the fund due to the potential to most greatly improve 911 services statewide, especially in underserved areas, including the following: 1. Including one (1) or more PSAPs located in a jurisdiction with a 911 service level of basic; 2. Consolidating two (2) or more PSAPs; 3. Consolidating 911 services within a defined region of the state; 4. Moving one (1) or more PSAPs up one (1) or more 911 service levels; 5. Meeting the NENA i3 Solution Standard for Emergency Services IP Network; 6. Becoming NG9-1-1 compatible; 7. Purchasing 911 technology and equipment, such as 911 trunking equipment, workstations with 911 answering equipment, software, dispatch systems, and radio systems, that is currently non-existent and is not being used to replace existing equipment; and 8. Adding Text-to-911; defined as is the ability to send a text message to reach 911 emergency call takers from a mobile phone or device;

(F) “Board,” the Missouri 911 service board defined in section 650.320, RSMo and established by section 650.325, RSMo;

(G) “Eligible applicants” or “Applicants,” counties [and], cities, **and elected emergency service boards** that sections 650.330 and 655.335, RSMo authorize to submit applications to the board for grants and loans to finance all or a portion of the costs incurred by their 911 services authorities in implementing a 911 communications service project;

(H) “Eligible uses,” expenditures that may be paid using financial assistance from the fund, including, but not limited to, capital expenses such as building, facility, and equipment costs; operating expenses such as research, development, and administrative costs; expenses associated with training; and matching funds for federal grants;

(I) “Fund,” the Missouri 911 service trust fund established by section 190.420, RSMo;

(J) “Grant,” a distribution from the fund that is not required to be repaid;

(K) “Incomplete application,” an application received by the board that is not submitted in accordance with the application instructions, regulations, or statutes;

(L) “Loan,” a distribution from the fund that must be repaid with interest;

(M) “NENA i3 Solution Standard,” the NENA Detailed Functional and Interface Standard for the NENA i3 Solution, NENASTA-010.2-2016 (originally 08-003), September 10, 2016, published by the National Emergency Number Association, 1700 Diagonal Rd., Suite 500, Alexandria, VA 22314 ([www.NENA.org](http://www.NENA.org)) and available at [http://www.nena.org/resource/resmgr/standards/NENA-STA-010.2\\_i3\\_Architectu.pdf](http://www.nena.org/resource/resmgr/standards/NENA-STA-010.2_i3_Architectu.pdf) and on the board’s website. This standard is incorporated herein by reference and does not include any later amendments or additions;

(N) “Next Generation 911” or “NG9-1-1,” a system comprised of managed IP-based networks, gateways, functional elements, and databases that augment or replicate present day E9-1-1 features and functions and provide new capabilities. NG9-1-1 is designed to provide access to emergency services from all sources, and to provide multimedia data capabilities for PSAPs and other emergency service organizations;

(O) “Project Agreement,” an agreement governing the board’s award of a financial assistance for an 911 services authority’s 911 communications service project; and

(P) “PSAPs,” public safety answering points as defined in sections 190.400 and 650.320, RSMo.

*AUTHORITY: sections 650.330, **RSMo Supp. 2020** and 650.335, RSMo Supp. [2020] **2021**. \* Emergency rule filed May 6, 2020, effective May 21, 2020, expired Feb. 25, 2021. Original rule filed May 7, 2020, effective Dec. 30, 2020. Amended: Filed August 31, 2021.*

*\*Original authority: 650.330, RSMo 1997, amended 2017, 2018, 2019 and 650.335, RSMo 2018.*

*PUBLIC COST: This proposed rule will not cost state agencies or political subdivisions and other public entities more than five hundred dollars (\$500) in the aggregate.*

*PRIVATE COST: This proposed rule will cost private entities less than five hundred dollars*

*(\$500) in the aggregate.*

*NOTICE TO SUBMIT COMMENTS: Anyone may file a statement in support of or in opposition to this proposed amendment with agency name and address. To be considered, comments must be received within thirty (30) days after publication of this notice in the Missouri Register. No public hearing is scheduled.*





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Jefferson City, MO 65101  
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**JENNIFER S. GRIFFIN**  
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JENNIFER.GRIFFIN@LATHROPGPM.COM  
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Sarah Schappe  
Joint Committee on Administrative Rules  
Capitol Building, Room B-8  
Jefferson City, Missouri 65101  
[JTCAR@senate.mo.gov](mailto:JTCAR@senate.mo.gov)

Re: **Emergency Amendment 11 CSR 90-2.010**

Dear Ms. Schappe,

Attached please find a rulemaking packet for filing with your office for the above-referenced proposed rule of the Missouri 911 Service Board. The packet includes the following documents:

1. This letter;
2. Rule Transmittal Sheet;
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---

Jennifer S. Griffin, Legal Counsel  
Missouri 911 Service Board

# John R. Ashcroft

Secretary of State  
Administrative Rules  
RULE TRANSMITTAL

Administrative Rules Stamp

Rule Number 11 CSR 90-2.010

Use a "SEPARATE" rule transmittal sheet for EACH individual rulemaking.

Name of person to call with questions about this rule:

Content Jennifer S. Griffin (573) 619-1629 (573) 893-5398

Email address jennifer.griffin@lathrogpm.com

Data Entry Jennifer S. Griffin Phone (573) 619-1629

FAX (573) 893-5398

Email address jennifer.griffin@lathrogpm.com

Interagency mailing address Missouri 911 Service Board, P.O. Box 2126, Jefferson City, MO 65102

## TYPE OF RULEMAKING ACTION TO BE TAKEN

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lathropgpm.com

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573.761.5006

Secretary of State  
Administrative Rules  
600 West Main Street  
Jefferson City, Missouri 65101  
rules@sos.mo.gov

Re: **Emergency Amendment 11 CSR 90-2.010**

Dear Secretary,

**CERTIFICATION OF ADMINISTRATIVE RULE**

I do hereby certify that the attached is an accurate and complete copy of the proposed rulemaking lawfully submitted by the Missouri 911 Service Board.

I further certify that this emergency rule is supported by a compelling governmental interest, the reasons for which are stated in the emergency statement.

Statutory Authority: sections 650.330, RSMo Supp. 2020 and 650.335, RSMo Supp. 2021

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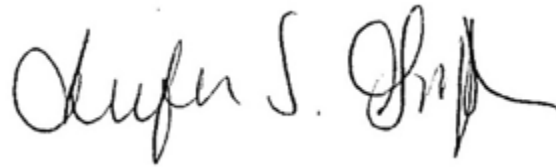
A handwritten signature in black ink, appearing to read "Jennifer S. Griffin". The signature is fluid and cursive, with a prominent initial "J" and "S".

---

Jennifer S. Griffin, Legal Counsel  
Missouri 911 Service Board

**DECLARATION  
OF PUBLIC COST**

I, Jennifer S. Griffin, do declare that it is my opinion that the cost of emergency amendment 11 CSR 90-2.010, is less than five hundred dollars in the aggregate to this agency, any other agency of state government or any political subdivision thereof.

A handwritten signature in black ink, appearing to read "Jennifer S. Griffin". The signature is fluid and cursive, with a prominent initial "J" and a long, sweeping tail.

---

Jennifer S. Griffin, Legal Counsel  
Missouri 911 Service Board

**Title 11 – DEPARTMENT OF PUBLIC SAFETY  
DIVISION 90 – Missouri 911 Service Board  
Chapter 2—911 Financial Assistance Program**

**EMERGENCY AMENDMENT**

**11 CSR 90-2.010 Definitions.** The board is amending subsection (G) of section (1).

*PURPOSE: This amendment changes the definition of eligible applicants to include elected emergency services boards consistent with a change to section 650.335, RSMo that becomes effective on August 28, 2021.*

*EMERGENCY AMENDMENT: This emergency amendment informs the public that due to a change in section 650.335, RSMo that becomes effective on August 28, 2021, elected emergency services boards will become eligible to submit applications to the board for financial assistance for all or a portion of costs incurred in implementing a 911 communications service project. This emergency amendment is necessary to make the rule consistent with section 650.335, RSMo, in time for elected emergency services boards to submit applications for funding for 911 communications service projects during the application window of the board’s financial assistance program. Absent the emergency amendment, elected emergency services boards, contrary to statute, will be unable to submit applications for funding for 911 communications service projects during the next application window of the board’s financial assistance program. As a result, the board finds a compelling governmental interest, which requires this emergency action. A proposed amendment, which covers the same material, is published in this issue of the **Missouri Register**. The scope of this emergency amendment is limited to the circumstances creating the emergency and complies with the protections extended in the **Missouri and United States Constitutions**. The board believes this emergency amendment is fair to all interested persons and parties under the circumstances. This emergency amendment was filed August 31, 2021, becomes effective September 15, 2021, and expires March 13, 2022.*

(1) As used in this chapter, the following terms shall mean:

(A) “911 services authority,” any county or city governing body or elected emergency services board to which the board remits prepaid wireless emergency telephone service charges deposited in the fund under section 190.460.3.(5), RSMo;

(B) “911 service level,” level of a Public Safety Answering Point’s (PSAPs) 911 services. There are four (4) levels— 1. Basic—No 911 equipment; 2. Enhanced—Wireline only; 3. Phase I—Wireless number only; and 4. Start Phase II—Latitude/Longitude, Text-to-911;

(C) “Adverse action,” an action taken by the board to deny, reject, reduce, suspend, or terminate a grant or loan application, financial assistance under an approved application or project agreement, or request to materially amend a project agreement or extend the project completion date;

(D) “Application window,” a period set by the board for the submission of applications for grants and loans available pursuant to section 650.335, RSMo;

(E) “Award priority areas,” attributes of loan or grant applications that warrant priority in allocating financial assistance from the fund due to the potential to most greatly improve 911 services statewide, especially in underserved areas, including the following: 1. Including one (1) or more PSAPs located in a jurisdiction with a 911 service level of basic; 2. Consolidating two (2) or more PSAPs; 3. Consolidating 911 services within a defined region of the state; 4. Moving one (1) or more PSAPs up one (1) or more 911 service levels; 5. Meeting the NENA i3 Solution Standard for Emergency Services IP Network; 6. Becoming NG9-1-1 compatible; 7. Purchasing 911 technology and equipment, such as 911 trunking equipment, workstations with 911 answering equipment, software, dispatch systems, and radio systems, that is currently non-existent and is not being used to replace existing equipment; and 8. Adding Text-to-911; defined as is the ability to send a text message to reach 911 emergency call takers from a mobile phone or device;

(F) “Board,” the Missouri 911 service board defined in section 650.320, RSMo and established by section 650.325, RSMo;

(G) “Eligible applicants” or “Applicants,” counties *[and]*, cities, **and elected emergency service boards** that sections 650.330 and 655.335, RSMo authorize to submit applications to the board for grants and loans to finance all or a portion of the costs incurred by their 911 services authorities in implementing a 911 communications service project;

(H) “Eligible uses,” expenditures that may be paid using financial assistance from the fund, including, but not limited to, capital expenses such as building, facility, and equipment costs; operating expenses such as research, development, and administrative costs; expenses associated with training; and matching funds for federal grants;

(I) “Fund,” the Missouri 911 service trust fund established by section 190.420, RSMo;

(J) “Grant,” a distribution from the fund that is not required to be repaid;

(K) “Incomplete application,” an application received by the board that is not submitted in accordance with the application instructions, regulations, or statutes;

(L) “Loan,” a distribution from the fund that must be repaid with interest;

(M) “NENA i3 Solution Standard,” the NENA Detailed Functional and Interface Standard for the NENA i3 Solution, NENASTA-010.2-2016 (originally 08-003), September 10, 2016, published by the National Emergency Number Association, 1700 Diagonal Rd., Suite 500, Alexandria, VA 22314 ([www.NENA.org](http://www.nena.org)) and available at [http://www.nena.org/resource/resmgr/standards/NENA-STA-010.2\\_i3\\_Architectu.pdf](http://www.nena.org/resource/resmgr/standards/NENA-STA-010.2_i3_Architectu.pdf) and on the board’s website. This standard is incorporated herein by reference and does not include any later amendments or additions;

(N) “Next Generation 911” or “NG9-1-1,” a system comprised of managed IP-based networks, gateways, functional elements, and databases that augment or replicate present day E9-1-1 features and functions and provide new capabilities. NG9-1-1 is designed to provide access to emergency services from all sources, and to provide multimedia data

capabilities for PSAPs and other emergency service organizations;

(O) “Project Agreement,” an agreement governing the board’s award of a financial assistance for an 911 services authority’s 911 communications service project; and

(P) “PSAPs,” public safety answering points as defined in sections 190.400 and 650.320, RSMo.

*AUTHORITY: sections 650.330, **RSMo Supp. 2020** and 650.335, RSMo Supp. [2020] **2021**. \*  
Emergency rule filed May 6, 2020, effective May 21, 2020, expired Feb. 25, 2021. Original rule  
filed May 7, 2020, effective Dec. 30, 2020. Emergency amendment filed Aug. 31, 2021, becomes  
effective Sept. 15, 2021, and expires March 13, 2022. A proposed amendment covering this same  
material is published in this issue of the **Missouri Register**.*

*\*Original authority: 650.330, RSMo 1997, amended 2017, 2018, 2019 and 650.335, RSMo 2018.*

*PUBLIC COST: This emergency rule will not cost state agencies or political subdivisions and  
other public entities more than five hundred dollars (\$500) in the aggregate.*

*PRIVATE COST: This emergency rule will cost private entities less than five hundred dollars  
(\$500) in the aggregate.*

**Missouri 911 Service Board  
Request for Proposal  
Learning Management System**



**Direct all communications regarding this RFP to:**

Brian Maydwell, Executive Director

Missouri 911 Service Board

Email: [brian.maydwell@missouri911.org](mailto:brian.maydwell@missouri911.org)

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*Partial funding for this project is provided by the U.S. Department of Transportation, National Highway Safety Transportation Administration and passed through the Missouri Department of Public Safety, Office of Homeland Security.*



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## 1. GENERAL INFORMATION

### 1.1. Introduction and Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals for a Learning Management System (LMS) for use by Public Safety Answering Points (PSAPs) across the state.

The Missouri 911 Service Board (Board) intends to use the results of this solicitation to award a contract for such services.

### 1.2. Scope and Objectives

The LMS shall be an internet protocol-based platform that, at a minimum, provides improved training delivery; documentation; increased ease of access to 911 trainings, allows for the transfer of locally created training materials to other jurisdictions or statewide, and be easily searchable. The LMS shall meet, or be capable with minimal configuration of meeting current system requirements outlined in Section 1.4 and standards, and future standards.

To guarantee the success of this new LMS, jurisdictions must have state-level support and resources available. As Missouri looks to implement an LMS, the Board seeks to provide support to local jurisdiction partners through software procurement, education on system use and configuration at the local level, and future planning.

To assist with this effort the Board is seeking the services of a vendor that has the desired capabilities and functions enumerated in this RFP. The selected vendor will also recommend an appropriate system set up and technical training for their software that will be available statewide.

The Board is requesting a LMS to assist with a statewide 911 training, stakeholder education, and recommendations for LMS set up and use based on Board and stakeholder feedback. The primary objectives of this solicitation and the subsequent Contract include:

- 1) A training platform that allows local trainers to provide local training courses and content to their individual PSAP, and to also provide these courses to the Board for approval under Missouri's 911 Training Standards Act and associated Rules ([RSMo 650.340](#)).
- 2) A platform that will allow each PSAP to manage their current staff certifications, re-certifications, and Continuing Education Units (CEUs). The intent is to not only have an agency be able to access this information, but also provide the Board and Board's Training Committee access to a summary of this data as well. Specifically, when there are CEUs, certifications, or re-certifications required by Missouri statute, the training coordinator for the PSAP should have the option to enroll staff members in approved courses. These courses may be from multiple vendors, or state approved trainers and the Board and Training Committee should be able to view that Missouri required training and continuing education is being completed.
- 3) A platform capable of allowing development and creation of courses by platform users. This could mean updating vendor supplied content or designing new ones from scratch. This training, once developed, ideally can be offered to those who are not able to attend an in-person classroom course.
- 4) A platform that has the capacity to serve all PSAP personnel in Missouri that wish to use the system; has the flexibility for the unique computing environments, and bandwidth access found in Missouri PSAPs; and provides the appropriate system features, security, recordkeeping and reporting, as well as testing and evaluations for a statewide LMS.

### 1.3. Background and Current Operations

The Missouri 911 Service Board was established in statute by the Missouri General Assembly to assist and advise the state in ensuring the availability, implementation and enhancement of a statewide emergency telephone number. The Missouri 911 Service Board represents all Missouri 911 entities and jurisdictions, and strives toward the immediate access to emergency services for all citizens in the state of Missouri to appropriately trained Telecommunicators and PSAPs.

### **1.3.1. Governance**

Per section 650.325, RSMo the Missouri 911 Service Board was established and is charged with assisting and advising the state in ensuring the availability, implementation, and enhancement of a statewide emergency telephone number common to all jurisdictions through research, planning, training, and education, but shall have no authority over communications service providers as defined in section 190.400. The Board shall represent all entities and jurisdictions before appropriate policy-making authorities and the general assembly and shall strive toward the immediate access to emergency services for all citizens of this state, including text to 911.

### **1.3.2. Current 911 Environment**

Missouri is a home rule state and as such over time has developed a fragmented 911 system, distinguished by great variance in equipment and corresponding disparate service levels and training programs. Although technology used by 911 callers has advanced greatly, in many cases the technology used to answer and process those calls has not been able to be replaced in a timely manner to keep pace.

While some areas of Missouri have established an ESInet within their jurisdictions, at this time, 16 counties in Missouri do not have the 911 answering equipment needed to deliver more than basic 911 services. Much of Missouri's 911 system relies on 911 technology that is rapidly becoming obsolete, while simultaneously seeing diminishing funding needed to improve service. There is a consensus in the 911 industry that significant changes will need to be made to handle increased 911 traffic and respond to new technologies, such as allowing wireless users to communicate with PSAPs by sending texts, pictures, and videos.

Key components of current 911 infrastructure include 911 trunks and equipment. At a minimum, PSAPs need infrastructure to appropriately take 911 calls and respond to them. The cost of 911 trunk connections is significant, and based on Board survey results, a majority of Missouri PSAPs contract with either AT&T or Lumen, formerly CenturyLink, to provide connections. By using different service providers, PSAPs lack the potential for interoperability. The ability for two counties to transfer 911 calls is greatly limited if those two counties use different primary 911 telephone companies. There may be no connection for the 911 call data to cross company lines. When transferring is possible, the cost charged by the telephone companies may be prohibitive.

Workstations utilized by Missouri's telecommunicators are equipped with a wide variation of hardware and software. This variance in 911 infrastructure signals the lack of interoperability among Missouri PSAPs and responders. This provides significant barriers when trying to improve service levels, with PSAPs lacking the technological capabilities necessary to effectively communicate with one another.

Missouri has dedicated and hardworking 911 professionals that provide amazing and dedicated service to Missouri citizens and responders every day. The Board is seeking a LMS to aid these professionals in developing the best possible training solutions and continuing education programs for the unique circumstances in Missouri.

#### 1.4. Project Plan and Deliverables

The Contractor will work, in partnership with the Board, Board Staff, and Training committee, to provide the services outlined below. In addition, the Board is currently working with third-party vendors GeoComm and Mission Critical Partners to evaluate GIS needs related to NG911 in Missouri and assist in the development of an NG911 plan and ongoing recommendations for Missouri.

##### 1.4.1. Overview of Desired items for Learning Management System

- Training platform with the ability to upload virtual training classes that can be made available to anyone in Missouri with a login with certifications to be available automatically upon successful completion of class.
- Training platform capable of having preloaded classes from others or from the vendor that is also available for anyone with a login with certifications to be available automatically upon successful completion of class.
- Training platform with the ability to receive uploads of training classes for certification request or recertification request for review following login by the Board's Training Committee (only the author and training committee will have access) and approval or denial of certification. For approved classes, the platform must be capable of issuing a notice of certification through the portal or by email, and posting the class with a login for use by others in Missouri. The platform must be capable of removing denied classes.
- Training platform capable of allowing training coordinators for individual agencies to log in and enter personnel data, including names, training certifications, classes taken, etc. The training coordinator and/or personnel could access see this information when logged in to their agency site, and then assign training classes for personnel to take.
- It is desirable for the platform to be capable of assigning a class as a calendar invite to various different calendars (the Board uses Google, but some local jurisdictions Outlook, etc.)
- Training platform capable of allowing the Board's Training Committee to login, view each agency, their personnel, certifications, and training to determine whether training requirements are met.
- It is desirable for the portal to be capable of housing policy/procedures or various documents for sharing amongst anyone in Missouri with the same login.

##### Synopsis of features of desired software

1. The Board seeks a training platform that will allow local trainers to provide classes and content for approval by the Board's Training Committee. The Board would also like to have the option to offer approved courses online, with trainer permission, for agencies to access free of charge.
2. The Board seeks a platform that will allow each PSAP to manage their staff certifications, re-certifications, and CDEs. The intent would be to not only have the agency be able to access this information, but the state as well. If there are CDEs, certifications, or re-certifications required, the Board would like to have the ability to enroll staff members in approved courses. These courses may be from multiple vendors, or state-approved trainers. Ideally the training coordinator for the agency could enroll the staff members in the classes as opposed to the Board's Training Committee.
3. The Board seeks a platform on which courses may be developed or updated/redesigned and offered to staff who are not able to attend the current scheduled classroom courses.

##### 1.4.2. System Capacity and Requirements

###### LMS Capacity

1. The LMS must be capable of meeting today's needs and allow for future expansion of additional users to meet the anticipated growth of users and their educational needs. The LMS must have the ability to support an initial enrollment of 800 users with the ability to expand up to 2,500 users.

2. The vendor shall describe in detail how the Learning Management System supports a flexible and scalable configuration that will accommodate the addition or subtraction of users and meet any expected increases over time.
3. The vendor shall describe any limits to the number of users that can access the LMS at any one time.
4. The vendor shall describe any limits to the number of users that can access a given course within the system at any one time.
5. The vendor shall describe any limits to the number of courses that can be offered or accessed per month/quarter/year.

#### **LMS Requirements**

6. The vendor shall describe in detail any hardware/software requirements to access the system.
7. The vendor shall describe in detail any specific operating systems or web browsers that are required to support access or use of the LMS.
8. The vendor shall describe what is required of the administrators and the end-users to install the program initially.
9. The vendor shall describe any licensing requirements, if any, for administrators or end-users.

#### **LMS Bandwidth Requirements**

10. The vendor shall describe in detail the bandwidth requirements for access and optimal use of the LMS.

#### **LMS Security**

11. The vendor shall describe the methods used to ensure the authorized participant is the person completing the course content.
12. The vendor shall describe the security features that are in place and how the system is protected.
13. The vendor shall describe how passwords are used to maintain the security of the system.
14. The vendor shall describe in detail the security policies and procedures followed to ensure that all software and content is secure enough to release to users.

#### **Multi-Media Accessibility**

15. The vendor shall describe all options and devices on which users can access the LMS.
16. The vendor shall describe the availability to access the system from multiple locations and/or devices.

#### **System Maintenance, Updates, and Improvements**

17. The vendor shall describe what maintenance schedule is in place for updates, upgrades, changes, or system improvements.
18. The vendor shall describe any downtime that can be expected during system updates, upgrades, changes, or improvements.
19. The vendor shall describe the process for informing administrators and end-users of needed updates, upgrades, and improvements and the expected downtime.
20. The vendor shall describe the frequency of any updates, upgrades, enhancements, or system improvements, and the average downtime that have been rolled out over the previous 5 years.
21. The vendor shall describe any enhancements or upgrades that would result in additional costs above the annual contract.
22. The vendor shall describe how their company receives input from administrators and end-users on recommendations for enhancements or improvements.

### **Technical Support and Vendor Training**

23. The vendor shall describe in detail the technical support that will be offered to administrators and end-users during implementation and enrollment.
24. The vendor shall describe in detail the technical support that will be offered to administrators and end-users while using the system.
25. The vendor shall describe how technical support is logged and reported to administrators and end-users.
26. The vendor shall describe how technical support is reached, and when technical support is available.
27. The vendor shall describe the support and training that is available for program administrators and the time requirements to complete the administrative training.
28. The vendor shall describe the availability and method of connecting to and sharing data with other existing LMS systems across the state of Missouri and provide examples of where this has been done with other agencies and vendors in a similar environment.

### **1.4.3. System Features and Capabilities**

#### **Vendor**

1. The vendor shall describe its experience providing 911 training as well as training to state and local government entities.
2. The vendor shall describe any courses or training currently offered for 911, emergency communications, public safety telecommunicators, or emergency medical dispatching.
3. The vendor shall provide an online or in-person demonstration of its product in a live environment, at the request of the Board.
4. The vendor shall describe the number of current product deployments, including any at a state level, and the number of single users on the current largest deployment.

#### **System Access and Use**

5. The vendor shall describe the method of enrolling new users.
6. The vendor shall describe the method of assigning an individual username and password to each user.
7. The vendor shall describe the online registration system and process to enroll new users.
8. The vendor shall describe the method of migrating user data from historical records housed by the Board.
9. The vendor shall describe the steps administrators and end-users must complete to access the system and successfully use it.
10. The vendor shall describe the transferability of user information and access, should a user change agency.

#### **System Features**

11. The system must allow users to log in manually with a username and password combination.
12. The vendor shall describe the ability to create and manage user group configurations, including assigning group administrators.
13. The vendor shall describe in detail the ability to deliver two varying types of courses: interactive, including content that may be televised or will be streaming live, and content that consists of written material only.



14. The vendor shall describe the delivery of live/virtual classroom content and the platform that is used for delivery. If a third-party platform party is used, the vendor shall explain what the access requirements.
15. The vendor shall describe the capabilities to include videos, animations, sound bites, and other multimedia elements into courses.
16. The vendor shall describe how closed captioning for courses is accomplished.
17. The vendor shall describe how links are used within course content to refer users to other content and how administrators add links.
18. The vendor shall describe what discussion or chat capabilities are there for users to interact with one another during each archived or static course.
19. The vendor shall describe what discussion or chat capabilities are there for users to interact with one another during each live course.
20. The vendor shall describe how users ask questions while in a live environment.
21. The vendor shall describe how users ask questions of instructors or subject matter experts during archived or static courses.
22. The vendor shall describe how live courses are captured and archived and how long each live course is available after the original release/streaming date.
23. The vendor shall describe how the user accesses supplemental materials for courses.
24. The vendor shall describe the ability of users to download, email, or print any supplemental materials provided.
25. The vendor shall describe the process to modify courses that are already developed.
26. The vendor shall describe the process that is used to create custom courses.
27. The vendor shall describe the average development period for new course content as well as the average modification period for existing courses.
28. The vendor shall describe the process for users to start/stop courses at different intervals and for saving each user's progress. The vendor shall describe how this process works and would be navigated by the end-user.
29. The vendor shall describe the process that ensures the user that paused the course is the same user that completed it.
30. The vendor shall describe the length of time the saved course would be available to a user before it must be re-started from the beginning.
31. The vendor shall describe the notification system, to include notification options, uncompleted courses, inactive thresholds, expiring certifications, and new course releases.

### **Testing and Evaluations**

32. The vendor shall describe the online course evaluation system.
33. The vendor shall describe how tests and examinations are evaluated and scored.
34. The vendor shall describe the process for users to access certification examinations.
35. The vendor shall describe the ability to provide stand-alone testing without being a course content subscriber.
36. The vendor shall describe the ability of the program administrator to predefine scoring criteria and pass/fail thresholds.
37. The vendor shall describe how feedback evaluation tools are created, disseminated, and collected for courses. The vendor shall describe who has access to the feedback and how feedback is used in the development of future courses.

### **Recordkeeping and Reporting**

38. The vendor shall describe its recordkeeping system and its basic functions, to include how records are kept, how long records are kept, accessibility to retrieve records, and storage and time limitations.
39. The vendor shall describe how the system reports course completions and scores to the user and administrators.
40. The vendor shall describe the features available to print, email, and/or save completion documentation or certificates.
41. The vendor shall describe how successful course completions are reflected in the user's profile.
42. The vendor shall describe the access control functionality, including administrative levels, tracking, and monitoring capabilities.
43. The vendor shall describe access configuration, to include state-level access to records, ECD-level access for respective records, and PSAP/Agency level access for respective records.
44. The vendor shall describe how individuals are able to access their records and how access to records is accomplished.
45. The vendor shall describe the ability of users to download external certificates or track external education for continuing education requirements.
46. The vendor shall describe the features available to track and monitor user activity.
47. The vendor shall describe the report generation function, including standardized reports, and how ad hoc reports are developed.

#### **1.5. Procuring and Contracting Agency**

This RFP is issued by the Board, which shall be the sole point of contact during the selection process. The person responsible for managing the procurement process is Brian Maydwell, Executive Director.

If a Contract resulting from this RFP is awarded, it shall be administered by the Board. The Board representatives serving as the contract administrator shall be determined during contract negotiations.

#### **1.6. Questions, Clarifications and/or Revisions to the Specifications and Requirements**

If a Proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, the Proposer shall immediately notify Brian Maydwell of such error and request modification or clarification of the RFP document.

Questions Regarding the RFP – Except as may be otherwise stated herein, the vendor and the vendor's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the solicitation process, the evaluation, etc., to Brian Maydwell. Inappropriate contacts to other personnel or Board members are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact Brian Maydwell.

#### **1.7. Missouri 911 Service Board Point of Contact and Contact with Board, Employees and Committee**

From the date of release of this RFP until the end of the protest period, all contacts with the Board and its personnel regarding the RFP shall be made through Brian Maydwell, Executive Director via email only at [brian.maydwell@missouri911.org](mailto:brian.maydwell@missouri911.org).

**No phone calls, emails, or other correspondence to other Board Members, Staff or committee members regarding this procurement is permitted during the procurement process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Proposal.** All oral communications are unofficial and non-binding on the Board. Proposers shall rely only on written statements issued by Brian Maydwell.

#### **1.8. News Releases**

A Proposer may not issue news releases or make any statements to the news media pertaining to the subject of this RFP or any Proposals or Contracts resulting therefrom without the prior written approval of Board. The Proposer is bound by this clause from the time the RFP is issued until the time the Contract has

expired. After an award is made and if the Contractor must comply with a Securities Exchange Commission (SEC) regulation, a sample news release may be requested from the Board, as appropriate. Release of broadcast emails pertaining to this procurement shall not be made without prior written authorization from the Board.

### 1.9. Proposer Conference

The Board does not intend to hold a Proposer conference (aka vendor conference) prior to the deadline for submitting a Proposal. However, Proposer questions will be answered by the Board for the duration the RFP remains open. All questions must be submitted in writing via e-mail to Brian Maydwell at ([brian.maydwell@missouri911.org](mailto:brian.maydwell@missouri911.org)) by the RFP deadlines.

**NOTE:** Questions shall be submitted in the format described above in Section 1.6-Questions, Clarifications and/or Revisions to the Specifications and Requirements.

### 1.10. Reasonable Accommodations

The Board shall provide reasonable accommodations, including the provision of informational material in an alternative format, for qualified individuals with disabilities upon request. To request accommodations, contact Brian Maydwell at [brian.maydwell@missouri911.org](mailto:brian.maydwell@missouri911.org).

### 1.11. Calendar of Events

Listed below are important dates and times by which actions related to this RFP shall be completed. If the Board finds it necessary to change any of these dates and times, it shall do so by issuing a supplement to this RFP.

DATE	EVENT
Monday, August 30, 2021	Date of Issue of the RFP
<b>5:00 p.m. CST, Friday, September 24, 2021</b>	<b>Proposals due from Proposers</b>
Week of October 18, 2021 (tentative)	Presentations from invited Proposers, if required

**\*\* Questions shall be submitted in the format described above in Section 1.6-Clarifications**

### 1.12. Contract Term

The Term of this contract is from Effective Date until the work is completed to the satisfaction of the Board and the Contractor is paid, whichever is sooner.

### 1.13. Retention of Rights

The Board retains the right to accept or reject any or all Proposals if deemed to be in its best interests.

All Proposals become the property of the Board upon receipt. All rights, title and interest in all materials and ideas prepared by the proposer for the proposal to the Board shall be the exclusive property of the Board and may be used by the Board at its option.

### 1.14. No Obligation to Contract

The Board reserves the right to cancel this RFP for any reason prior to the issuance of an Intent to Award. The Board does not guarantee to purchase any specific quantity or dollar amount. Proposals that stipulate that the Board shall guarantee a specific quantity or dollar amount will be disqualified.

### 1.15. Contract Volume

The Board shall not guarantee any current or future transaction amount. The Board cannot estimate the amount of work that shall be required as part of the Contract. The Board makes no guarantee of a minimum or maximum dollar value for the Contract.

### 1.16. Terms and Definitions

Whenever the following words and expressions appear in a Request for Proposal (RFP) document or any addendum thereto, the definition or meaning described below shall apply. The meanings shall be applicable to the singular, plural, masculine, feminine, and neuter.

**Addendum** means a written, official modification to an RFP.

**Additional Services** means Service or Deliverable within the scope of the Contract, but not specifically provided under any Statement of Work.

**Amendment** means a written, official modification to a contract.

**Attachment** applies to all forms which are included with an RFP to incorporate any informational data or requirements related to the performance requirements and/or specifications.

**Board** means the Missouri 911 Service Board, or any other agency contracted by the Board.

**Buyer** means the procurement staff member of the Board. The Contact Person as referenced herein is usually the Buyer.

**Confidential Information** means all tangible and intangible information and materials, including all Personally Identifiable Information, being disclosed in connection with this Contract, in any form or medium (and without regard to whether the information is owned by the Board or by a third party), that satisfy at least one of the following criteria: (i) Personally Identifiable Information; (ii) Proprietary Information; (iii) non-public information related to the Board's employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by the Board. Confidential information includes all information that is restricted or prohibited from disclosure by state or federal law.

**CDE** means Continuing Dispatch Education and is related to education hours required by either MO statute or individual certifications to maintain certifications or Telecommunicator status.

**Contract Term** means the initial term of the Contract and any renewals and/or extensions.

**Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.

**Contracted Personnel** means Contractor's employees or other personnel (including officers, agents, and Subcontractors) provided by the Contractor to perform work related to the Contract.

**Contractor** means a Proposer awarded a Contract. Means a supplier, vendor, person, or organization who is a successful vendor as a result of an RFP and who enters into a contract. The terms Contractor and Proposer may be used interchangeably in this RFP.

**Deliverable** means all project materials, including goods, software licenses, data, and documentation created during the performance or provision of Services hereunder or identified as a Deliverable in an applicable Statement of Work of other contract documents.

**Division** means a sub-unit of a state agency and is an organizational unit internal to a state agency.

**Effective Date** means the date the Contract has been fully executed by the Contractor and the Board.

**Emergency Services Internet Protocol Network (ESInet)** means a managed Internet protocol network that is used for emergency services and can be shared by all public safety answering points in Missouri. It provides the IP transport infrastructure upon which independent application platforms and core functional processes can be deployed, including, but not restricted to, those necessary for providing NG911 services. ESInets may be contracted from a mix of dedicated and shared facilities. ESInets may be interconnected at local, regional, state, federal, national, and international levels to form an IP based inter-network (network of networks).

**Expected** means a Board requirement shall be present in a Proposal, exactly as stated, but the lack of the requirement would not disqualify the Proposal from consideration by the Board. However, the lack of one or more expected requirements will reduce a Proposal's technical score.

**Exhibit** applies to forms which are included with an RFP for the vendor to complete and submit with the sealed proposal prior to the specified end date and time.

**Geographic Information Systems (GIS)** means a computer software system that enables one to visualize geographic aspects of a body of data. It contains the ability to translate implicit geographic data (such as a street address) into an explicit map location. It has the ability to query and analyze data in order to receive

the results in the form of a map. It also can be used to graphically display coordinates on a map, i.e. Latitude/Longitude from a wireless 911 call.

**Key Personnel** means Contracted Personnel who play leading and critical roles in providing Services during the Contract Term.

**LMS** means Learning Management System

**Mandatory** means a requirement in the RFP labeled that must be present in a Proposal, exactly as stated, or the Proposal will be disqualified from consideration by the Board.

**May** means that a certain feature, component, or action is permissible, but not required.

**MBE/WBE** means a state-certified Minority or Women Business Enterprise.

**Must** means that a certain feature, component, or action is a mandatory condition.

**Next Generation 911** means an enhanced 911 system that incorporates the handling of all 911 calls and messages, including those using IP-enabled services or other advanced communications technologies in the infrastructure of the 911 system itself.

**Parties** means the Board and the Contractor, collectively.

**Party** means either the Board or the Contractor, individually.

**Personally Identifiable Information** means an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if the element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the individual's date of birth; (d) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (e) the individual's DNA profile; or (f) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical characteristic.

**Pricing Page(s)** applies to the form(s) on which the vendor must state the price(s) applicable for the equipment, supplies, and/or services required in the RFP. The pricing pages must be completed and submitted by the vendor with the sealed proposal prior to the specified proposal end date and time.

**Proposal** means the complete response to this RFP, in the required manner and setting forth the Proposer's prices for providing the products and services described in the RFP, and any additional information provided during the RFP process.

**Proposal End Date and Time** and similar expressions mean the exact deadline required by the RFP for the receipt of sealed proposals.

**Proposer** means the entity submitting a Proposal in response to this RFP.

**Public Information** means information that (i) is collected, assembled, or maintained under a law or ordinance or in connection with the transaction of official business by a governmental body or for a governmental body; and (ii) the governmental body owns or to which it has a right of access.

**Public Safety Answering Point (PSAP)** means a facility to which a call on a basic or sophisticated system is initially routed for response, and on which a public agency directly dispatches the appropriate emergency service provider, relays a message to the appropriate emergency service provider or transfers the call to the appropriate emergency services provider.

**Primary PSAP** means a PSAP equipped with ALI and ANI displays and is the first point of reception of a 911 call.

**Request for Proposal (RFP)** means the solicitation document issued by the Board to potential vendors for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as well as all Pricing Pages, Exhibits, Attachments, and Addendums thereto.

**RSMo (Revised Statutes of Missouri)** refers to the body of laws enacted by the Legislature which govern the operations of all agencies of the State of Missouri. Chapter 34 of the statutes is the primary chapter governing the operations of Purchasing.

**SDVE** means a Service-Disabled Veteran Business Enterprise

**Secondary PSAP** means a PSAP equipped with automatic number identification and automatic location identification displays. It receives 911 calls only when they are transferred from the primary PSAP, or on an alternative routing basis when calls cannot be completed to the primary PSAP.

**Services** means all actions, recommendations, plans, research, customizations, modifications, documentation, maintenance, and support provided by the Contractor necessary to fulfill that which the Contractor is obligated to accomplish under the Contract.

**Shall** has the same meaning as the word must.

**Should** means that a certain feature, component and/or action is strongly desirable but not mandatory.

**Subcontract** means any contract, express or implied, between the Contractor and another party or between a Subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or service requested for the performance of the Contract.

**Subcontractor** means a party to a Subcontract. For example, an entity that subcontracts with the Contractor to provide services to the Board or other services required under the Contract.

**Vendor** means the supplier, vendor, person, or organization that responds to an RFP by submitting a proposal with prices to provide the equipment, supplies, and/or services as required in the RFP document.

## **2. PREPARING AND SUBMITTING A PROPOSAL**

### **Preparing**

Vendors must examine the entire RFP carefully. Failure to do so shall be at the vendor's risk.

Unless otherwise specifically stated in the RFP, all specifications and requirements constitute minimum requirements. All proposals must meet or exceed the stated specifications and requirements.

Unless otherwise specifically stated in the RFP, any manufacturer names, trade names, brand names, information and/or catalog numbers listed in a specification and/or requirement are for informational purposes only and are not intended to limit competition. The vendor may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the proposal. In addition, the vendor shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Proposals which do not comply with the requirements and specifications are subject to rejection without clarification.

Proposals lacking any indication of intent to offer an alternate brand or to take an exception shall be received and considered in complete compliance with the specifications and requirements as listed in the RFP.

In the event that the vendor is an agency of state government or other such political subdivision which is prohibited by law or court decision from complying with certain provisions of an RFP, such a vendor may submit a proposal which contains a list of statutory limitations and identification of those prohibitive clauses. The vendor should include a complete list of statutory references and citations for each provision of the RFP, which is affected by this paragraph. The statutory limitations and prohibitive clauses may (1) be requested to be clarified in writing by Purchasing or (2) be accepted without further clarification if the statutory limitations and prohibitive clauses are deemed acceptable by the Board. If the Board determines clarification of the statutory limitations and prohibitive clauses is necessary, the clarification will be conducted in order to agree to language that reflects the intent and compliance of such law and/or court order and the RFP.

All equipment and supplies offered in a proposal must be new, of current production, and available for marketing by the manufacturer unless the RFP clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered. All equipment, supplies and software offered in proposal must not have an end of life within 5 years of purchased date.

Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified in the RFP. Vendors must provide storage or staging at vendors cost.

Proposals, including all prices therein, shall remain valid for 90 days from proposal opening or Best and Final Offer (BAFO) submission unless otherwise indicated. If the proposal is accepted, the entire proposal, including all prices, shall be firm for the specified contract period.

Any foreign vendor not having an Employer Identification Number assigned by the United States Internal Revenue Service (IRS) must submit a completed IRS Form W-8 prior to or with the submission of their proposal in order to be considered for award.

### **Submitting**

The sealed envelope or container containing a proposal should be clearly marked on the outside with (1) the official RFP name and (2) the official end date and time. Different proposals should not be placed in the same envelope, although copies of the same proposal may be placed in the same envelope.

A proposal submitted electronically by a vendor may be modified prior to the official end date and time by resubmission and e-mail explanation of which proposal the Board should entertain. A proposal which has been delivered to the Board/agent's office may be modified by signed, written notice which has been received by the Board prior to the official end date and time specified. Telephone or telegraphic requests to modify a proposal shall not be honored.

A proposal submitted electronically by a vendor may be retracted prior to the official end date and time. A proposal which has been delivered to the Board may only be withdrawn by a signed, written document on company letterhead transmitted via mail, e-mail, or facsimile which has been received by the Board prior to the official end and time specified. Telephone or telegraphic requests to withdraw a proposal shall not be honored.

A proposal may also be withdrawn after the proposal opening through submission of a written request by an authorized representative of the vendor. Justification of withdrawal decision may include a significant error or exposure of proposal information that may cause irreparable harm to the vendor.

When submitting a proposal electronically, the vendor indicates acceptance of all RFP requirements, terms and conditions by submitting the proposal. Vendors delivering a hard copy proposal to the Board must sign and return the RFP cover page or, if applicable, the cover page of the last addendum thereto in order to constitute acceptance by the vendor of all RFP requirements, terms and conditions. Failure to do so may result in rejection of the proposal unless the vendor's full compliance with those documents is indicated elsewhere within the vendor's response.

Faxed proposals shall not be accepted. However, faxed and e-mail no-bid notifications shall be accepted.

#### **2.1. General Instructions**

The evaluation and selection of a Proposer and the terms of the Contract shall be based on the information in the submitted Proposals and any required presentations, on-site visits, or oral interviews. Failure to respond to each of the requirements as directed in the RFP may be the basis for rejecting a Proposal. A Proposal that does not meet a mandatory requirement of the RFP will be disqualified.

Elaborate Proposals (e.g. expensive artwork, marketing materials) beyond those sufficient to present a complete and effective Proposal are not necessary or desired.

Only information that can be identified as a trade secret, proprietary, and confidential will be treated as such. **Proposers shall not label or identify their entire Proposal as confidential.**

#### **2.2. Incurring Cost**

The Board shall not be responsible for any costs incurred by a Proposer in the process of responding to this RFP.

#### **2.3. Submitting a Proposal**

A Proposer has two (2) options in responding to this RFP. The Proposer can submit an electronic Proposal using the Board email ([admin@missouri911.org](mailto:admin@missouri911.org)), or they can submit a hard copy response of all required materials for acceptance of their Proposal (noted below). **Electronic submission via Board Email is strongly preferred.**

Regardless of submittal method, the due date and time is the same. All Proposals shall be received by no later than 5:00:00 p.m. CST. on **Friday, September 24, 2021.**

General and Technical Proposal submissions must be in Microsoft Word or Adobe PDF format.

### **2.3.1. Electronic Bid Submittal (Strongly Preferred)**

Respond to [admin@missouri911.org](mailto:admin@missouri911.org). Proposers that submit Proposals electronically do not need to submit a hard copy by mail unless directed to do so elsewhere in this RFP.

### **2.3.2. Hard Copy Proposal Submittal**

Proposers may submit their Proposals by mail or otherwise provide a hard copy. Any Proposer electing to submit in this manner instead of the strongly preferred electronic manner shall submit an original and five (5) hard copies for a total of six (6) hard copies and one electronic version compatible with the Microsoft Office standard desktop tools on a CD.

Hard copy Proposals shall be sent to:

#### **USPS ADDRESS**

Brian Maydwell, Executive Director  
Missouri 911 Service Board  
PO Box 2126  
Jefferson City, MO 65102

#### **COMMON CARRIER ADDRESS**

Kaycee Nail, Administrative Support  
Missouri 911 Service Board  
124 E High St  
Jefferson City, MO 65101

Proposals shall be packaged, sealed and show the following information on the outside of the package:

- Proposer's (Company) Name and Address
- Brian Maydwell, Executive Director or Kaycee Nail, Administrative Support
- Proposal Due Date and Time

### **2.3.3. Cost Proposal Submission**

Costs should be subdivided as much as possible as they relate to each related deliverable in Section 1.4 of this RFP.

### **2.3.4. Hand Delivered Proposals**

For all hand-delivered Proposals, please plan additional time to account for any security process the Board or Board Staff determine should be completed. The Board is not responsible for deliveries not received by the deadline.

## **2.4. Cost Proposal Submission**

Provide all costs, including all costs for furnishing the product(s) and/or service(s) required by this RFP. Identify all assumptions made related to costs.

## **2.5. Affidavit of Work Authorization and Documentation:**

Pursuant to Section 285.530, RSMo, if the vendor meets the Section 285.525, RSMo, definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/stathtml/28500005251.html>), the vendor must affirm the vendor's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The vendor should complete applicable portions of Exhibit C, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit C must be submitted prior to an award of a contract.

## **2.6. Debarment Certification:**

The vendor certifies by signing the signature page of this original document and any amendment signature page(s) that the vendor is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The vendor should complete and return the certification regarding debarment, etc., Exhibit D with their proposal. This document must be satisfactorily completed prior to award of the contract.



## 2.7. Miscellaneous Submittal Information:

The vendor should complete and submit Exhibit E, Miscellaneous Information.

Products/Services Outside Continental US - If any products and/or services offered under this RFP are being manufactured or performed at sites outside the continental United States, the vendor MUST disclose such fact and provide details with the proposal. Vendors should respond to the section of Exhibit E pertaining to products and/or services offered under this RFP which would be manufactured or performed at sites outside the United States.

Vendors as Employees - Vendors who are employees of the State of Missouri, a member of the Missouri General Assembly or a statewide elected official should complete, sign and return Exhibit C with their proposal. This document must be satisfactorily completed prior to award of the contract.

Contact Information - The vendor should provide the contact information requested in Exhibit C.

## 2.8. Business Compliance

The vendor must be in compliance with the laws regarding conducting business in the State of Missouri. The vendor certifies by signing the signature page of this original document and any addendum signature page(s) that the vendor and any proposed subcontractors either are presently in compliance with such laws or shall be in compliance with such laws prior to any resulting contract award. The vendor shall provide documentation of compliance upon request by the Board. The compliance to conduct business in the state shall include but may not be limited to:

- Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>;
- Certificate of authority to transact business/certificate of good standing (if applicable);
- Taxes (e.g., city/county/state/federal);
- State and local certifications (e.g., professions/occupations/activities);
- Licenses and permits (e.g., city/county license, sales permits);
- Insurance (e.g., unemployment insurance/workers' compensation); and

The vendor should refer to the Missouri Business Portal at <http://business.mo.gov> for additional information.

**NOTE: FAILURE TO PROVIDE ADEQUATE INFORMATION TO COMPLETELY ADDRESS THE SPECIFIED EVALUATION CRITERIA WILL AT LEAST RESULT IN MINIMAL SUBJECTIVE CONSIDERATION AND MAY RESULT IN REJECTION OF THE VENDOR'S PROPOSAL.**

## 2.9. Proposal Organization and Format

A Proposer responding to this RFP should comply with the following format requirements and must comply with those stated to be mandatory. The Board reserves the right to exclude any responses from consideration that do not follow the required format as instructed below.

Proposals should be organized and presented in the following order and by the numbers assigned in the RFP with the following headings and subheadings.

Unless directed to do so, Proposer should not direct the reader to a website or any other source outside of the applicable RFP section as part of its response to the requirement or question unless it is a map, diagram, or schematic included in another section within the RFP.

Responses that merely restate the requirement or only indicate an acknowledgement of understanding and a willingness to comply will be considered unresponsive. A Proposal that is unresponsive to a mandatory requirement of the RFP will be disqualified by the Board.

If submitting a hard copy response, it should be typed and submitted on 8.5 x 11 inch paper bound securely. Font size may be no smaller than 11-point. The Proposal cover page must include, at a minimum, the RFP name, and the Proposer's name.

Proposers shall not label or identify their entire Proposal as confidential.

- **Table of Contents:** Provide a table of contents for the Proposal submitted.

- ❑ **Required Exhibits C and D:** Complete the required exhibits for Work affidavits and Debarment.
- ❑ **Optional Exhibits A, B and E:** Vendors should complete the optional exhibits related to MBE/WBE, SDVE and Miscellaneous information if they apply to their proposal.
- ❑ **Transmittal Letter:** The transmittal letter should be written on the Proposer's official business stationery and shall be signed by an official authorized to legally bind the Proposer. The transmittal letter shall state, excepting for obvious typographical errors, in boldface type:

***(Proposer's Name) hereby represents and warrants it has analyzed the Board's RFP, understands the Board's requirements and agrees to be bound by the terms and conditions of the Proposal for 90 days after the submission deadline, or longer if the Proposal is included in a Contract with the Board.***

***Furthermore, (Proposer's Name) is an expert in the types of services, functions, and tasks proposed in its Proposal submitted in response to the RFP and understands that the Board shall rely on this expertise.***

***Additionally, (Proposer's Name) may be requested to make representations outside of its formal Proposal document in discussions, presentations, negotiations, demonstrations, sales or reference material and other information-providing interactions. (Proposer's Name) hereby warrants that the Board can rely on any additional representations made as inducements to enter into a Contract with the Board and agrees that such representations may be made a part thereof.***

Via the transmittal letter, the Proposer shall also:

1. Indicate that it understands and agrees that it has an affirmative duty to inquire about and seek clarification of any question or other item in the RFP that Proposer does not fully understand or that Proposer reasonably believes is susceptible to more than one interpretation;
  2. Include a statement that its organization or an agent of the Proposer's organization has arrived at the prices and discounts without consultation, communication or agreement with any other Proposer or with any competitor for the purpose of restricting competition;
  3. Include a statement that it has not paid, and shall not pay, any bonus, commission, fee or gratuity to any employee or official of the Board for the purpose of obtaining any Contract or award issued by the Board. The Proposer shall further warrant that no officer or employee of the Board has any direct or indirect financial or personally beneficial interest in the subject matter of the awarded Contract, and no obligation or contract for future award of compensation has been proposed as an inducement or consideration for making the award Contract. Subsequent discovery by the Board of non-compliance with these provisions shall constitute sufficient cause for immediate termination of all outstanding Contracts;
  4. Include a statement that no attempt has been made or shall be made by the Proposer or by any agent of the Proposer to induce any other person or firm to submit or not submit a Proposal for restricting competition;
  5. Include a statement acknowledging the Proposal conforms to all requirements of the Board, including procurement rules and procedures articulated in this RFP; and
  6. Acknowledge the receipt of RFP addenda; if none has been posted, include a statement to that effect.
- ❑ **Response to Mandatory Requirements: Using Attachment 1,** provide the information and documentation specified in Section 4 of this RFP. Responses to requirements should be in the same sequence and numbered as they appear in the RFP. Include all required documentation.
  - ❑ **Response to General Requirements:** Provide a point-by-point response to each requirement specified in Section 5 of this RFP. Responses to requirements should be in the same sequence and numbered as they appear in the RFP.
  - ❑ **Response to Technical Requirements:** Provide a point-by-point response to each requirement specified in Section 6 of this RFP. Responses to requirements should be in the same sequence and numbered as they appear in this RFP.

- ❑ **Response to Overall Cost:** provide an overall cost for the entire proposal and a breakdown of costs for each Task outlined in Section 1.4.
- ❑ **Value Added Options:** Response to Section 7 is optional and will have no impact on Proposers' evaluation scores. Pricing for such services shall be addressed in the appropriate worksheet of the Cost Proposal.

#### **2.10. Multiple Proposals**

Multiple Proposals from a Proposer will be permissible; however, each Proposal should conform fully to the requirements for proposal submission. Each such Proposal must be submitted separately and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.

#### **2.11. Withdrawal of Proposals**

The Proposal shall be irrevocable until Contract award unless the Proposal is withdrawn. A Proposer may withdraw a Proposal in writing at any time up to the Proposal closing date and time or upon expiration of 90 days after the due date and time if received by the Procurement Manager. To accomplish this, the written request must be signed by an authorized representative of the Proposer and submitted to the Procurement Manager. If a previously submitted Proposal is withdrawn before the deadline for Proposal submission, the Proposer may submit another Proposal at any time up to the deadline.

### **3. EVALUATION AND CONTRACT AWARD**

Any clerical error, apparent on its face, may be corrected by the buyer before contract award. Upon discovering an apparent clerical error, the buyer shall contact the vendor and request clarification of the intended proposal. The correction shall be incorporated in the notice of award. Examples of apparent clerical errors are: 1) misplacement of a decimal point; and 2) obvious mistake in designation of unit.

Any pricing information submitted by a vendor shall be subject to evaluation if deemed by the Board to be in the best interest of the Board.

The vendor is encouraged to propose price discounts for prompt payment or propose other price discounts that would benefit the Board. However, unless otherwise specified in the RFP, pricing shall be evaluated at the maximum potential financial liability to the Board.

Awards shall be made to the vendor whose proposal (1) complies with all mandatory specifications and requirements of the RFP and (2) is the lowest and best proposal, considering price, responsibility of the vendor, and all other evaluation criteria specified in the RFP and any subsequent negotiations and (3) complies with chapter 34, RSMo, other applicable Missouri statutes, and all applicable Executive Orders.

In the event all vendors fail to meet the same mandatory requirement in an RFP, the Board reserves the right, at its sole discretion, to waive that requirement for all vendors and to proceed with the evaluation. In addition, the Board reserves the right to waive any minor irregularity or technicality found in any individual proposal.

The Board reserves the right to reject any and all proposals.

When evaluating a proposal, the Board reserves the right to consider relevant information and fact, whether gained from a proposal, from a vendor, from vendor's references, or from any other source.

Any information submitted with the proposal, regardless of the format or placement of such information, may be considered in making decisions related to the responsiveness and merit of a proposal and the award of a contract.

Negotiations may be conducted with those vendors who submit potentially acceptable proposals. Proposal revisions may be permitted for the purpose of obtaining best and final offers. In conducting negotiations, there shall be no disclosure of any information submitted by competing vendors.

Any award of a contract shall be made by notification from the Board to the successful vendor. The Board reserves the right to make awards by item, group of items, or an all or none basis. The grouping of items awarded shall be determined by the Board based upon factors such as item similarity, location, administrative efficiency, or other considerations in the best interest of the Board.

Pursuant to section 610.021, RSMo, proposals and related documents shall not be available for public review until after a contract is executed or all proposals are rejected.

The Board maintains images of all proposal file material for review. Vendors who include an e-mail address with their proposal will be notified of the award results via e-mail.

The Board reserves the right to request clarification of any portion of the vendor's response in order to verify the intent of the vendor. The vendor is cautioned, however, that its response may be subject to acceptance or rejection without further clarification.

Any proposal award protest must be received within ten (10) business days after the date of award in accordance with the requirements of 1 CSR 40-1.050 (9). Communication throughout the protest period shall remain the same as the procurement process and be restricted to the designated point of contacts in this RFP:

**No phone calls, emails, or other correspondence to other Board Members, Staff or committee members regarding this procurement is permitted during the protest process. Violation of these conditions may be considered sufficient cause for automatic rejection of a Proposal.**

The final determination of contract(s) award shall be made by the Board.

### 3.1. Preliminary Evaluation

All Proposals will be reviewed initially to determine if Proposal submission requirements are met (see Section 2 – Preparing and Submitting a Proposal). Failure to meet a proposal submission requirement will result in the rejection of the Proposal.

In the event that no Proposer meets a specified mandatory requirement, the Board reserves the right to eliminate that individual mandatory requirement and/or continue the evaluation of Proposals and select the Proposal that most closely meets the remaining requirements specified in this RFP.

### 3.2. Evaluation Committee

An evaluation committee for this RFP shall consist of individuals who, in the Board's judgment, possess specific knowledge and skills essential to the RFP evaluation. The evaluation committee participates fully in the evaluation process, including reviewing and scoring all Proposals.

### 3.3. Proposal Scoring

An evaluation committee will evaluate and score all Proposals meeting mandatory Proposal submission requirements using both objective analysis and subjective judgment. A uniform selection process, as outlined in this section, will be used to evaluate all Proposals using a point system. All other scoring shall be performed by Board staff/agents based on the objective criteria in the RFP.

Proposers are advised that responses to requirements should clearly and completely describe how its services and products will meet those requirements. Failure to demonstrate in the Proposal response that the Proposer can meet the requirements stated may cause the rejection of the Proposal.

The committee may review references, request presentations and demonstrations, and use those results to clarify and substantiate information in written Proposals and will be considered when scoring the responses to the general and technical requirements in the RFP.

The Board reserves the right to obtain additional information concerning any Proposer or Subcontractor associated with or named in the response to this RFP and to consider this information in evaluating the Proposal.

### 3.4. Evaluation Criteria

Proposals meeting mandatory Proposal submission requirements shall be evaluated and scored against the criteria found in Attachment 2, which is part of the RFP, based on responses to Sections 5, 6 and 8 of the RFP. Proposers shall not contact any member of an evaluation committee. Proposals will be scored and graded in the following areas:

Evaluation Criteria	Source	Points	Weight (%)
1. General Requirements	5	400	40%

<b>2. Technical Requirements</b>	6	500	50%
<b>3. Cost</b>	Total Proposal Cost	100	10%
<b>Total Available Points*</b>		1,000*	100%*

\*The points stated above are the maximum amount awarded for each category. Evaluation guidelines have been established for each of these sections. Additional points will be awarded to vendors whose proposals qualify for preference points.

Cost evaluation points shall be determined from the result of the calculation stated below using the following formula:

Lowest Responsive Vendor's Price	x	100 maximum cost points	=	Cost evaluation points
Compared Vendor's Price				

### 3.5. Evaluation of Vendor's MBE/WBE Participation:

In order for the Board to meet the provisions of Executive Order 05-30, the vendor should secure participation of certified MBEs and WBEs in providing the products/services required in this RFP. The targets of participation recommended by the State of Missouri are 10% MBE and 5% WBE of the total dollar value of the contract.

These targets can be met by a qualified MBE/WBE vendor themselves and/or through the use of qualified subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful opportunities for MBE/WBE participation.

The services performed or the products provided by MBE/WBEs must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by MBE/WBEs is utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

In order to be considered as meeting these targets, the MBE/WBEs must be "qualified" by the proposal opening date (date the proposal is due). (See below for a definition of a qualified MBE/WBE.)

#### 3.5.1. The vendor's proposed participation of MBE/WBE firms in meeting the targets of the RFP will be considered in the evaluation process as specified below:

If Participation Meets Target - Vendors proposing MBE and WBE participation percentages that meet the State of Missouri's target participation percentage of 10% for MBE and 5% for WBE shall be assigned the maximum stated MBE/WBE participation evaluation points.

If Participation Exceeds Target - Vendors proposing MBE and WBE participation percentages that exceed the State of Missouri's target participation shall be assigned the same MBE/WBE participation evaluation points as those meeting the State of Missouri's target participation percentages stated above.

If Participation Below Target - Vendors proposing MBE and WBE participation percentages that are lower than the State of Missouri's target participation percentages of 10% for MBE and 5% for WBE shall be assigned a proportionately lower number of the MBE/WBE participation evaluation points than the maximum MBE/WBE participation evaluation points.

If No Participation - Vendors failing to propose any commercially useful MBE/WBE participation shall be assigned a score of zero (0) in this evaluation category.

#### 3.5.2. MBE/WBE participation evaluation points shall be assigned using the following formula:

Vendor's Proposed MBE % $\leq$ 10% + WBE % $\leq$ 5%	X	Maximum MBE/WBE Participation Evaluation points (10)	=	Assigned MBE/WBE Participation points
State's Target MBE % (10) + WBE % (5)				

**3.5.3. If the vendor is proposing MBE/WBE participation, in order to receive evaluation consideration for MBE/WBE participation, the vendor must provide the following information with the proposal.**

- Participation Commitment - If the vendor is proposing MBE/WBE participation, the vendor must complete Exhibit A, Participation Commitment, by listing each proposed MBE and WBE, the committed percentage of participation for each MBE and WBE, and the commercially useful products/services to be provided by the listed MBE and WBE. If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor must include the vendor in the appropriate table on the Participation Commitment form.
- Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit B, Documentation of Intent to Participate form, signed and dated by each MBE and WBE proposed or must provide a letter of intent signed and dated by each MBE and WBE proposed which: (1) must describe the products/services the MBE/WBE will provide and (2) should include evidence that the MBE/WBE is qualified, as defined herein (i.e., the MBE/WBE Certification Number or a copy of MBE/WBE certificate issued by the Missouri Office of Equal Opportunity (OEO)). If the vendor submitting the proposal is a qualified MBE and/or WBE, the vendor is not required to complete Exhibit B, Documentation of Intent to Participate form, or provide a recently dated letter of intent.
- Commitment – If the vendor's proposal is awarded, the percentage level of MBE/WBE participation committed to by the vendor on Exhibit A, Participation Commitment, shall be interpreted as a contractual requirement.

**3.5.4. Definition -- Qualified MBE/WBE:**

In order to be considered a qualified MBE or WBE for purposes of this RFP, the MBE/WBE must be certified by the State of Missouri, OA, OEO by the proposal opening date.

- MBE or WBE means a business that is a sole proprietorship, partnership, joint venture, or corporation in which at least fifty-one percent (51%) of the ownership interest is held by minorities or women and the management and daily business operations of which are controlled by one (1) or more minorities or women who own it.
- Minority is defined as belonging to one (1) of the following racial minority groups: African Americans, Native Americans, Hispanic Americans, Asian Americans, American Indians, Eskimos, Aleuts, and other groups that may be recognized by the Office of Advocacy, United States Small Business Administration, Washington, D.C.
- Resources - A listing of several resources that are available to assist vendors in their efforts to identify and secure the participation of qualified MBEs and WBEs is available at the website shown below or by contacting the OEO at:

Office of Administration, Office of Equal Opportunity (OEO)

Harry S Truman Bldg., Room 630, P.O. Box 809, Jefferson City, MO 65102-0809

Phone: (877) 259-2963 or (573) 751-8130

Fax: (573) 522-8078

Website: <http://www.oeo.mo.gov/>

### **3.6. Evaluation of Organizations for the Blind and Sheltered Workshops/Service-Disabled Veteran Business Enterprises (SDVEs) Participation:**

A five to fifteen (5-15) bonus point preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified nonprofit organization for the blind established pursuant to 41 U.S.C. sections 46 to 48c or a sheltered workshop holding a certificate of approval from the Department of Elementary and Secondary Education pursuant to section 178.920, RSMo.

#### **3.6.1. In order to qualify for the five to fifteen (5-15) bonus points, the following conditions must be met and the following evidence must be provided:**

The vendor must either be an organization for the blind or sheltered workshop or must be proposing to utilize an organization for the blind/sheltered workshop as a subcontractor and/or supplier in an amount that must equal, at a minimum, the greater of \$5,000 or 2% of the total dollar value of the contract for purchases not exceeding \$10 million.

The services performed or the products provided by the organization for the blind or sheltered workshop must provide a commercially useful function related to the delivery of the contractually required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the organization for the blind or sheltered workshop are utilized, to any extent, in the vendor's obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.

If the vendor is proposing participation by an organization for the blind or sheltered workshop, in order to receive evaluation consideration for participation by the organization for the blind or sheltered workshop, the vendor must provide the requested information with the proposal.

A sliding scale for the award of points shall range from a minimum of five (5) points to a maximum of fifteen (15) points. The award of the minimum five (5) points shall be based on the proposal containing a commitment that the participating nonprofit organization or workshop is providing the greater of two percent (2%) or five thousand dollars (\$5,000) of the total contract value of proposals for purchases not exceeding ten (10) million dollars.

3.6.1.1. Where the commitment in the proposal exceeds the minimum level set forth in section 34.165, RSMo to obtain five (5) points, the awarded points shall exceed the minimum five (5) points, up to a maximum of fifteen (15) points. As the statute sets out a minimum of five (5) points for a minimum two percent (2%) commitment, each percent of commitment is worth two and one-half (2.5) points. The formula to determine the awarded points for commitments above the two percent (2%) minimum shall be calculated based on the commitment in the proposal (which in the formula will be expressed as a number [Vendor's Commitment Number below], not as a percentage) times two and one-half (2.5) points:

$$\text{Vendor's Commitment Number} \times 2.5 \text{ points} = \text{Awarded Points}$$

Examples: A commitment of three percent (3%) would be calculated as:  $3 \times 2.5 \text{ points} = 7.5$  awarded points. A commitment of five and one-half percent (5.5%) would be calculated as:  $5.5 \times 2.5 \text{ points} = 13.75$  awarded points. If, instead of a percentage, a vendor's proposal lists a dollar figure that is over the minimum amount, the dollar figure shall be converted into the percentage of the vendor's total contract value for calculation of the awarded points. Commitments at or above six percent (6%) receive the maximum of fifteen (15) points.

- Participation Commitment - The vendor must complete Exhibit A, Participation Commitment, by identifying the organization for the blind or sheltered workshop, the amount of participation committed, and the commercially useful products/services to be provided by the listed organization for the blind or sheltered workshop. If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor must be listed in the appropriate table on the Participation Commitment Form.

- Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit B, Documentation of Intent to Participate Form or letter of intent recently signed by the proposed organization for the blind or sheltered workshop which: (1) must describe the products/services the organization for the blind/sheltered workshop will provide and (2) should include evidence of the organization for the blind/sheltered workshop qualifications (e.g. copy of certificate or Certificate Number for Missouri Sheltered Workshop).

NOTE: If the vendor submitting the proposal is an organization for the blind or sheltered workshop, the vendor is not required to complete Exhibit B, Documentation of Intent to Participate Form or provide a letter of intent.

**3.6.2. A list of Missouri sheltered workshops can be found at the following Internet address:**

<http://dese.mo.gov/special-education/sheltered-workshops/directories>

**3.6.3. The websites for the Missouri Lighthouse for the Blind and the Alhaphointe Association for the Blind can be found at the following Internet addresses:**

<http://www.lhbindustries.com>

<http://www.alhaphointe.org>

**3.6.4. Commitment**

If the vendor’s proposal is awarded, the organization for the blind or sheltered workshop participation committed to by the vendor on Exhibit A, Participation Commitment, shall be interpreted as a contractual requirement.

**3.7. Service-Disabled Veteran Business Enterprises (SDVEs)**

**3.7.1. A three (3) point bonus preference shall be granted to vendors including products and/or services manufactured, produced or assembled by a qualified SDVE.**

In order to qualify for the three (3) bonus points, the following conditions must be met and the following evidence must be provided:

- The vendor must either be an SDVE or must be proposing to utilize an SDVE as a subcontractor and/or supplier that provides at least three percent (3%) of the total contract value.
- The services performed or the products provided by the SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract. Therefore, if the services performed or the products provided by the SDVE are utilized, to any extent, in the vendor’s obligations outside of the contract, it shall not be considered a valid added value to the contract and shall not qualify as participation in accordance with this clause.
- In order to receive evaluation consideration for participation by an SDVE, the vendor must provide the following information with the proposal:
  - Participation Commitment - The vendor must complete Exhibit A, Participation Commitment, by identifying each proposed SDVE, the committed percentage of participation for each SDVE, and the commercially useful products/services to be provided by the listed SDVE. If the vendor submitting the proposal is a qualified SDVE, the vendor must be listed in the appropriate table on the Participation Commitment Form.
  - Documentation of Intent to Participate – The vendor must either provide a properly completed Exhibit B, Documentation of Intent to Participate Form or letter of intent recently signed by the proposed SDVE which: (1) must describe the products/services the SDVE will provide and (2) must include the SDV Documents described below as evidence that the SDVE is qualified, as defined herein.
  - Service-Disabled Veteran (SDV) Documents - If a participating organization is an SDVE, unless previously submitted within the past five (5) years to the Division of Purchasing, the vendor must provide the following Service-Disabled Veteran (SDV) documents:
    - a copy of the SDV’s Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV’s disability rating letter issued by the Department of



Veterans Affairs establishing a service-connected disability rating, or a Department of Defense determination of service-connected disability.

NOTE: If the vendor submitting the proposal is a qualified SDVE, the vendor must include the SDV Documents as evidence that the vendor qualifies as an SDVE. However, the vendor is not required to complete Exhibit B, Documentation of Intent to Participate Form or provide a letter of intent.

If the SDVE and SDV are listed on the following Internet address, the vendor is not required to provide the SDV Documents listed above.

<http://oa.mo.gov/sites/default/files/sdvelisting.pdf>

### **3.7.2. Commitment**

If awarded a contract, the SDVE participation committed to by the vendor on Exhibit A, Participation Commitment, shall be interpreted as a contractual requirement.

### **3.7.3. Definition - Qualified SDVE:**

SDVE is doing business as a Missouri firm, corporation, or individual or maintaining a Missouri office or place of business, not including an office of a registered agent;

SDVE has not less than fifty-one percent (51%) of the business owned by one (1) or more service-disabled veterans (SDVs) or, in the case of any publicly-owned business, not less than fifty-one percent (51%) of the stock of which is owned by one (1) or more SDVs;

SDVE has the management and daily business operations controlled by one (1) or more SDVs;

SDVE has a copy of the SDV's Certificate of Release or Discharge from Active Duty (DD Form 214), and a copy of the SDV's disability rating letter issued by the Department of Veterans Affairs establishing a service-connected disability rating, or a Department of Defense determination of service-connected disability; and

SDVE possesses the power to make day-to-day as well as major decisions on matters of management, policy, and operation.

### **3.8. Missouri Preference.**

A preference will be given to materials, products, supplies, provisions and all other articles produced, manufactured, mined, processed or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals. Such preference shall be given when quality is equal or better and delivered price is the same or less.

The Board will award qualifying proposers preference points as noted in the RFP.

### **3.9. Proposer Presentations**

Top scoring Proposer(s) based on an evaluation of the written proposal may be required to participate in presentation/interviews and/or site visits to support and clarify their proposals if requested by the Board. Proposer representative(s) attending the oral presentation shall be technically qualified to respond to questions related to the Proposal and its components. The Board will furnish specific details concerning the presentations and any required materials at the time it notifies Proposers of the presentation schedule. The Board will make every reasonable attempt to schedule each presentation at a time agreeable to the Proposer. The location of presentations shall be in Jefferson City, Missouri or online depending on national events. Failure of a Proposer to interview or permit a site visit on the date scheduled may result in rejection of the Proposal.

### **3.10. Contract Award**

By submitting a proposal, the vendor agrees to furnish any and all equipment, supplies and/or services specified in the RFP, at the prices quoted, pursuant to all requirements and specifications contained therein.

A binding contract shall consist of: (1) the RFP, addendums thereto, and any Best and Final Offer (BAFO) request(s) with RFP changes/additions, (2) the contractor's proposal including any contractor BAFO response(s), (3) clarification of the proposal, if any, and (4) The Board's acceptance of the proposal by

"notice of award" or by "purchase order." All Exhibits and Attachments included in the RFP shall be incorporated into the contract by reference.

A notice of award issued by the Board does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the Board, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Board.

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Board or by a modified purchase order prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

### **3.11. Award and Final Offers**

The Board shall compile the final scores for each Proposal. The contract will be awarded to the lowest and best Proposer as required by Chapter 34, RSMo. The Board will determine the lowest and best Proposer in one of two ways. One, it may select the Proposer with the highest scoring Proposal. Alternatively, the Board may request two or more of the highest scoring Proposers to submit a Best and Final Offer (BAFO). If BAFOs are requested by the Board and submitted by the requested Proposers, the BAFOs shall be evaluated against the stated criteria, scored and ranked by the evaluation committee. After this is completed, the Board shall select the highest scoring Proposer.

### **3.12. Offer in Effect for 90 Days**

A Proposal may not be modified, withdrawn or canceled by the Proposer for a 90-day period following the latter of either the deadline for Proposal submission as defined in the Calendar of Events, or receipt by the Board of best and final Proposals, if required, and a Proposer so agrees in submitting a Proposal.

### **3.13. Contract Negotiations**

The Board may negotiate the terms of the Contract, including the price, with the highest scoring Proposer prior to entering into a Contract. If substantial progress is not made in contract negotiations with the highest scoring Proposer, the Board may negotiate a Contract with the next highest scoring Proposer and so on, or elect not to proceed with any award.

### **3.14. Contract Negotiations Impasse**

If a Contract between the Board and the successful Proposer cannot be executed by both parties within sixty (60) Days after the Notice of Intent to Award the Contract, the Board reserves the right to unilaterally reject the Proposer's Proposal and proceed to award the Contract to the next highest scoring Proposer.

### **3.15. Notification of Intent to Award**

Any Proposer who responds with a Proposal shall be notified in writing via email of the Board's intent to award the contract resulting from this RFP.

### **3.16. Proposal Protest Remedy.**

Any unsuccessful Proposer may submit a bid or proposal award protest in writing to the Board or designee. All such protests must be received within ten (10) business days after the date of award. If the tenth day falls on a Saturday, Sunday, or state holiday, the period will extend to the next state business day. A protest submitted after the ten (10) business-day period shall not be considered. The written protest should include the following information:

- (A) Name, address, and phone number of the protester;
- (B) Signature of the protester or the protester's representative;
- (C) RFP title and date;
- (D) Detailed statement describing the grounds for the protest; and

(E) Supporting exhibits, evidence, or documents to substantiate claim.

A protest which fails to contain the information listed above may be denied solely on that basis. All protests filed in a timely manner will be reviewed by the Board or designee. The Board or designee will only issue a determination on the issues asserted in the protest. A protest, which is untimely or fails to establish standing to protest, will be summarily denied. In other cases, the determination will contain findings of fact, an analysis of the protest, and a conclusion that the protest will either be sustained or denied. If the protest is sustained, remedies include canceling the award. If the protest is denied, no further action will be taken by the Board.

The Board prefers to receive protests via e-mail. Any protests shall be sent to [admin@missouri911.org](mailto:admin@missouri911.org).

**By virtue of submitting a proposal in response to this RFP, a Proposer agrees and acknowledges that if Proposer becomes an unsuccessful Proposer, Proposer's failure to timely pursue a bid protest operates as a waiver of any right Proposer might otherwise have to assert any challenge relating to the RFP or bid or proposal award in a court of equity or law.**

#### **4. MANDATORY REQUIREMENTS AND DOCUMENTATION**

The requirements in this section are **mandatory**. Using Attachment 1- Mandatory Requirements Response Matrix, Proposers shall indicate that "YES" we can certify we can meet the mandatory requirements or "NO" we cannot certify we can meet the mandatory requirements. No explanation is required, as non-compliance with those requirements will result in proposal disqualification, rejection and removal of that Proposal from further consideration.

In the event there is an individual mandatory requirement that no Proposer can meet, the Board reserves the right to eliminate that individual mandatory requirement; in such case, the Board shall continue the evaluation of Proposals and select the Proposal that most closely meets the remaining requirements specified in the RFP. All mandatory requirements are minimums unless otherwise stated.

##### **4.1. Mandatory Proposer Qualifications**

Proposer must have a minimum of three (3) years of relevant experience, within the last five (5) years, with LMS projects specifically related to 911 call processing in a NG911 environment, such as regulatory and funding assessment, 911 technology assessments, strategic plan development, and NG911 system design and development.

###### **4.1.1. Proposer References**

The Proposer must provide at least three (3) different references for organizations with whom your company has provided similar services over the last five (5) years. Include a contact name, telephone number, and a clear, concise description of the project.

The Board will determine which, if any, references are contacted to assess the quality of work performed. The results of any reference checks will be provided to the evaluation committee for this RFP and will be used when scoring the written proposal. The Board reserves the right to request additional references as needed.

##### **4.2. Mandatory Contract Performance Requirements**

Proposer must agree to provide all deliverables identified in Section 1.4 Project Plan and Deliverables.

###### **4.2.1. Work Plan**

Within five (5) business days of Contract execution, Contractor must provide a final work plan to the Board that identifies a chronological outline of all activities related to the project, key timelines and the deliverables that will be provided which shall include all identified in Section 1.4 at a minimum.

###### **4.2.2. Information Gathering**

Contractor must assist the Board project team to complete information gathering process and analysis of the existing systems and technology in the state, roles and responsibilities for the project.

#### **4.2.3. Additional Reports**

Contractor must provide additional reports (e.g. white papers, ad hoc reports, gap analyses) as needed at the request of the Board. Contractor must make all commercially reasonable efforts to provide all additional reports and work products requested as soon as possible or at a time agreed to by the Board.

#### **4.2.4. On-Going Communications**

Contractor must maintain regular and ongoing communication with the Board project team and provide advice, consultation and written opinions/recommendations as needed.

#### **4.2.5. Work Product**

Contractor must agree that any work products developed as part of the project (e.g. all written reports, drafts, presentation and meeting materials, survey data, tools and associated methodologies, etc.) will remain the property of the Board.

#### **4.2.6. Additional On-site Consultation Services**

Contractor must provide additional on-site consultation services (e.g. committee meetings, Board meetings, etc.) at the request of the Board.

#### **4.2.7. Services Performed within the U.S.**

Services must be performed in the United States. The inability to perform all services in the United States shall be grounds for disqualification of the submitted Proposal. Countries party to the World Trade Agreement may not be subject to this requirement.

### **5. GENERAL REQUIREMENTS**

The purpose of this section is to provide the Board with a basis for determining a Proposer's capability to undertake this Contract. Responses to this section will be scored.

#### **5.1. Organizational Capabilities**

Describe your company's experience providing services like those required by this RFP to customers of comparable size, scope, and circumstance.

Provide an organizational chart for your company and include an issue escalation process used to resolve any potential issues between the Board and the Contractor during the Contract.

#### **5.2. Staff Qualifications**

##### **5.2.1. Project Manager**

Identify and provide a resume for the Project Manager that will be assigned to this project and any additional projects they will be involved in during the Contract. The Project Manager will be the primary point of contact for the Board and must be available on an as-needed basis. Describe how the Project Manager will guarantee availability to the Board during the entire duration of the project.

##### **5.2.2. Key Personnel**

Identify additional key personnel from your company, including the Contract Manager, that will be assigned to this project, including their current job title and the role they will play in the project. For each staff person, attach a resume and give at least one (1) example of a project where the staff provided similar services to an organization with needs like those described in this RFP.

##### **5.2.3. Designations, Certifications and Licenses**

Describe all designations, certifications, and licenses that will aid Proposer's personnel in providing the project deliverables in this RFP including but not limited to Emergency Number Professionals (ENPs), Project Management Professionals (PMPs), etc. as well as those with practical experience in managing 911 Education and Training.

##### **5.2.4. Industry Leadership Experience**

Provide a statement as to Proposer's current or former 911 leadership industry experience with organizations, including but not limited to the National Emergency Number Association (NENA), the Association of Public-Safety Communications Officials (APCO), the National Association of State 911 Administrators (NASNA), National 911 Program office, and participation in other industry committees.

### **5.2.5. Use of Subcontractors**

If utilizing Subcontractors, provide a detailed description of the process of how the Proposer's team selects qualified Subcontractors and manages them effectively on complex multi-phased projects. Identify whether a relationship currently exists with the Subcontractor or it would have to be developed for this workload.

The Board reserves the right to review agreements with Subcontractors. The Board shall not have a contractual relationship with the Subcontractors for any services provided under this Contract (existing contracts between the Board and any potential Subcontractor do not apply). Proposed Subcontractors may be required to participate in any oral presentations and/or demonstrations.

### **5.2.6. Relevant Projects**

Select your three (3) most relevant projects within the last five years that demonstrate your capabilities to undertake a contract of this scope. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. At a minimum, provide the following:

- The project/contract name
- Description of services provided
- Overall cost of project, as applicable, including initial contract value and change orders including reasons for change orders
- Organizational structure of service delivery under the contract
- Key assigned in-house staff (name and title)
- Subcontracts (service) used in the performance of the contract
- Schedule history
- Provide 1 sample update and final report from one of the relevant projects
- Continuing services, if any

## **6. TECHNICAL REQUIREMENTS**

For the following sections and considering the Board's mission, objectives, challenges, and broader vision as identified in this RFP and its attachments, Proposer shall:

- Describe the approach and methodology used to accomplish the specific work and functions
- Describe how the approach will best accomplish the Board's objectives as described in this RFP

Response to this section will be scored.

### **6.1. Project Approach**

Provide your company's detailed approach to completing this project (i.e. draft Statement of Work (SOW)). Using the timeline and project objectives provided in Section 1.4, describe how your company will accomplish each required deliverable. Identify all resources and tools your company will utilize to accomplish each activity.

#### **6.1.1. Project Plan**

Using the Deliverables listed in Section 1.4, provide a project plan outline addressing the Board's requirements including estimated hours for each phase as well as any additional proposed Deliverables based on your approach and methodology. Modifications of the task descriptions and completion order is permitted; however, reasons for changes should be fully explained in the proposal. Work for this project must be completed by December 31, 2021.

#### **6.1.2. Identification of Risk**

Describe the methods your company uses to identify risks to a project's success and the strategies to mitigate them. Include a brief, illustrative example where these methods and strategies have been applied.

### **6.2. Tools and Methodologies**

Describe the methodologies your company will use during the implementation and training process (e.g. videos, in-person meetings) to complete objectives outlined in the RFP. Include all information and

resources your company would require from the Board and/or impacted entities to complete this process. Include a brief, illustrative example where these methods have been applied and successfully executed.

### **6.3. Stakeholder Participation**

Describe your company's experience with motivating key stakeholders to implement change as well as motivating key stakeholders to participate during a project. Include the strategies your company uses and provide one (1) brief, illustrative example where these strategies were successfully implemented.

## **7. VALUE-ADDED SERVICES**

Additional Services are any projects assigned to the Contractor with an agreed-upon Scope of Work (SOW) that is substantially related to other tasks described in this RFP or are required to complete tasks in this RFP but are outside of this RFP's defined deliverables. Any Additional Services shall include, at a minimum, the following information:

- Statement of purpose
- Background information
- Scope of work
- Deliverables and compensation (including hours and hourly rate)
- Staff assigned
- Total compensation
- Assumptions and constraints

Submission of this information does not obligate the Board to purchase the service, although the Board may seek to include additional service types under the Contract where it makes both technological and financial sense.

Failure to provide a specific service listed below will not disqualify a Proposal. However, the Contractor will not be allowed to sell those services under the terms of the resulting Contract if they do not respond to that service in its Proposal.

Financial details of each service shall be submitted as part of Proposer's Cost Proposal.

## **8. COST PROPOSAL**

All pricing must remain firm for the term of the contract, including any extensions.

For Cost Proposal purposes, Proposers shall use the estimated timelines in the Section 1.4 (Project Plan and Deliverables) to determine a time and materials hourly rate for the engagement. Because not all factors related to pricing are known at this time, pricing submitted in Cost Proposals shall be considered not-to-exceed pricing.

### **8.1. Price Clarifications**

The Board reserves the right to clarify any pricing discrepancies related to assumptions on the part of the Proposers. Such clarifications will be solely to provide consistent assumptions from which an accurate cost comparison can be achieved.

## **9. LIST OF ATTACHMENTS, FORMS AND APPENDICES**

The following forms shall be completed and submitted with the Proposal in accordance with the instructions given in Section 2.3-Submitting a Proposal.

### **9.1. Attachments**

The following forms shall be completed and submitted with the Proposal.

- Attachment 1: Mandatory Requirements Response Matrix

### **9.2. Available Information**

Attachment 2: Evaluation Benchmark Scoring sheet is available for vendors to view how their proposals will be evaluated.

## **10. MISSOURI 911 SERVICE BOARD TERMS AND CONDITIONS – REQUEST FOR PROPOSAL**

### **10.1. Applicable Laws and Regulations**

The contract shall be construed according to the laws of the State of Missouri. 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.

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 Board.

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.

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.

The exclusive venue for any legal proceeding relating to or arising out of the RFP or resulting contract shall be in the Circuit Court of Cole County, Missouri.

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.

### **10.2. Open Competition/Request for Proposal Document**

It shall be the vendor's responsibility to ask questions, request changes or clarification, or otherwise advise the Board if any language, specifications or requirements of an RFP appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the RFP to a single source. Any and all communication from vendors regarding specifications, requirements, competitive proposal process, etc., must be directed to the Board contact, unless the RFP specifically refers the vendor to another contact. Such e-mail, fax, or phone communication should be received at least ten calendar days prior to the official proposal end date.

Every attempt shall be made to ensure that the vendor receives an adequate and prompt response. However, in order to maintain a fair and equitable procurement process, all vendors will be advised, via the issuance of an addendum to the RFP, of any relevant or pertinent information related to the procurement. Therefore, vendors are advised that unless specified elsewhere in the RFP, any questions received less than 5 calendar days prior to the RFP end date may not be answered.

Vendors are cautioned that the only official position of the Board is that which is issued by the Board in the RFP or an addendum thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.

The Board monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among vendors, price-fixing by vendors, or any other anticompetitive conduct by vendors which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Missouri Attorney General's Office for appropriate action.

The RFP is available for viewing and downloading on the Board's website at <https://missouri911.org/>

The Board reserves the right to officially amend or cancel an RFP after issuance. It shall be the sole responsibility of the vendor to monitor the Board website to obtain a copy of the addendum(s). The Board will use e-mail notification of any addendum(s). Vendors will receive e-mail notification of a cancellation issued prior to the exact end date and time specified in the RFP.

### **10.3. Proposal Opening**

Only the names of the respondents shall be available at the proposal opening. All vendors may view the same proposal response information on the Board's website. The contents of the responses shall not be disclosed at this time.

Proposals which are not received in the Board/agent's office prior to the official end date and time shall be considered late, regardless of the degree of lateness, and normally will not be opened. Late

proposals may only be opened under extraordinary circumstances. In such cases, the proposal must have been turned over to the physical control of an independent postal or courier service with promised delivery time prior to the time set for the opening of proposal. All such decisions are at the sole discretion of the Board or Board's designee. The following guidelines may be utilized to determine the criteria for an extraordinary circumstance:

1. State offices were closed due to inclement weather conditions;
2. Postal or courier services were delayed due to labor strikes or unforeseen "Acts of God"; or
3. Postal or courier service did not meet delivery time promised to the bidder/offeror. In such a case, the bidder/offeror must provide written proof from the delivery service that promised delivery time was prior to the time set for the opening of bids/proposals.
4. Evidence that the bid/proposal was in the division's post office box or physical possession before the time of bid opening; or
5. Any other evidence relevant to the specific situation.

#### **10.4. Invoicing and Payment**

The Board does not pay state or federal taxes unless otherwise required under law or regulation.

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.

The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the Board.

Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the RFP.

The Board 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 Board's rejection and shall be returned at the contractor's expense.

All invoices for equipment, supplies, and/or services purchased by the Board shall be subject to late payment charges as provided in section 34.055, RSMo.

The Board reserves the right to purchase goods and services using a Board purchasing card.

#### **10.5. 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.

#### **10.6. Inspection and Acceptance**

No equipment, supplies, and/or services received by the Board pursuant to a contract shall be deemed accepted until the Board has had reasonable opportunity to inspect said equipment, supplies, and/or services.

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.

The Board 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.

The Board's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the Board may have.



#### **10.7. 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 Board, (2) be fit and sufficient for the purpose expressed in the RFP, (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 Board's acceptance of or payment for said equipment, supplies, and/or services.

#### **10.8. Conflict of Interest**

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

The contractor hereby covenants that at the time of the submission of the proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of the contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

#### **10.9. Remedies and Rights**

No provision in the contract shall be construed, expressly or implied, as a waiver by the Board of any existing or future right and/or remedy available by law in the event of any claim by the Board of the contractor's default or breach of contract.

The contractor agrees and understands that the contract shall constitute an assignment by the contractor to the Board 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 Board.

#### **10.10. Cancellation of Contract**

In the event of material breach of the contractual obligations by the contractor, the Board may cancel the contract. At its sole discretion, the Board 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 Board within 10 working days from notification a written plan detailing how the contractor intends to cure the breach.

If the contractor fails to cure the breach or if circumstances demand immediate action, the Board will issue a notice of cancellation terminating the contract immediately. If it is determined the Board improperly cancelled the contract, such cancellation shall be deemed a termination for convenience in accordance with the contract.

If the Board cancels the contract for breach, the Board 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 Board deems appropriate and charge the contractor for any additional costs incurred thereby.

The contract shall not be binding upon the Board for any period in which funds have not been appropriated, and the Board shall not be liable for any costs associated with termination caused by lack of appropriations.

#### **10.11. Communications and Notices**

Any notice to the vendor/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 vendor/contractor.

#### **10.12. 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 Board immediately.

Upon learning of any such actions, the Board reserves the right, at its sole discretion, to either cancel the contract or affirm the contract and hold the contractor responsible for damages.

#### **10.13. Inventions, Patents and Copyrights**

The contractor shall defend, protect, and hold harmless the Board, 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.

#### **10.14. 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 written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- The identification of a person designated to handle affirmative action;
- 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;
- The exclusion of discrimination from all collective bargaining agreements; and
- 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 Board shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by Board 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.

#### **10.15. 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).

#### **10.16. Filing and Payment of Taxes**

The Board 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. Therefore, the vendor's failure to maintain compliance with chapter 144, RSMo, may eliminate their proposal from consideration for award.

#### **10.17. Titles**

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

### **11. FEDERAL FUNDS REQUIREMENTS**

The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

## **11.1. Applicable Laws and Regulations**

In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments.

### **11.1.1. Uniform Administrative Requirements**

OMB Circular A-102 – Grants and Cooperative Agreements with State and Local Governments; and 2 CFR 215 – Grants and Other Agreements with Institutions of Higher Learning, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

### **11.1.2. Cost Principles:**

- 2 CFR 225 – State, Local and Indian Tribal Governments (OMB Circular A-87);
- 2 CFR 230 – Non-Profit Organizations (OMB Circular A-122);
- 2 CFR 220 Educational Institutions (OMB Circular A-21);
- 48 CFR 31.2 – For-Profit Organizations; and
- 45 CFR 74 Appendix E – Hospitals.

### **11.1.3. Steven’s Amendment**

In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, “Steven’s Amendment”, the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal funds unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- The percentage of the total costs of the program or project which will be financed with Federal funds;
- The dollar amount of Federal funds for the project or program; and
- The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

### **11.1.4. Limitations on use of Appropriated Funds**

The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the Board, when applicable, Disclosure of Lobbying Activities reporting forms.

### **11.1.5. Single Audit Amendments of 1996**

The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the Board each contract year if applicable. The contractor shall return to the Board any funds disallowed in an audit of the contract.

### **11.1.6. Pro-Children Act of 1994**

The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

### **11.1.7. Rights to Inventions**

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.

#### **11.1.8. Clean Air Act**

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.).

#### **11.1.9. Sub-Recipient**

If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, 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 the contract.

#### **11.1.10. Non-Discrimination and ADA**

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:

- Title VI of the Civil Rights Act of 1964 (P.L. 88-352) 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;
- Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
- 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;
- Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
- The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- Equal Employment Opportunity – E.O. 11246, “Equal Employment Opportunity”, as amended by E.O. 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity”;
- Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
- Missouri Governor’s E.O. #94-03 (excluding article II due to its repeal);
- Missouri Governor’s E.O. #05-30; and
- The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

## **12. OTHER REQUIREMENTS:**

The contractor must maintain financial and accounting records and evidence pertaining to the contract in accordance with generally accepted accounting principles and other procedures specified by law, the Board, or the Missouri State Auditor.

- The contractor shall make all such records, books, and other documents relevant to the contract available to the Board and its designees and the Missouri State Auditor in a format acceptable to the Board and Missouri State Auditor at all reasonable times during the term of the contract.
- The contractor shall retain all such records according to the Board’s retention period or the completion of an independent audit, whichever is later, or as required by law. If any litigation, claim, negotiation, audit, investigation, or other actions involving the records has been started before the expiration of the retention period, the contractor shall retain such records until completion of such action and resolution of all issues that arise from it.
- The contractor shall permit the Board, governmental auditors, and authorized representatives of the State of Missouri to audit or examine, copy, or investigate any of the contractor’s records, procedures, books, documents, papers, and records recording receipts and disbursements of any of the funds paid to the contractor. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented. Any audit exception noted by governmental

auditors shall not be paid by the Board and shall be the sole responsibility of the contractor. However, the contractor may contest any such exception by any legal procedure the contractor deems appropriate. The Board will pay the contractor all amounts which the contractor may ultimately be held entitled to receive as a result of any such legal action.

## **12.1. Other Contractual Requirements:**

### **12.1.1. Notice of Award**

A notice of award issued by the Board does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies, and/or services for the Board, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the Board.

### **12.1.2. Agreement**

The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

### **12.1.3. Contract Changes**

Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Board prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

### **12.1.4. Termination**

The Board reserves the right to terminate the contract at any time, for the convenience of the Board, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the Board pursuant to the contract prior to the effective date of termination.

### **12.1.5. Contractor Liability**

The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the Board, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- The contractor also agrees to hold the Board, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Board, including its agencies, employees, and assignees.
- Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the Board for losses or damages (other than those listed above); or (2) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

### **12.1.6. Insurance**

The contractor shall understand and agree that the Board 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. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the Board, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. General and other non-professional liability insurance shall include an endorsement that adds

the Board as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the Board is protected as an additional insured.

- In the event any insurance coverage is canceled, the Board must be notified at least thirty (30) calendar days prior to such cancellation.

#### **12.1.7. Subcontractors**

Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Board and to ensure that the Board is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Board and the contractor.

The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

The contractor must obtain the approval of the Board prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States. Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the Board and to ensure that the Board is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the Board and the contractor.

The contractor shall expressly understand and agree that the contractor shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.

The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.

#### **12.1.8. Unauthorized Alien workers**

Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.

- The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

#### **12.1.9. Participation by Other Organizations:**

The contractor must comply with any Organization for the Blind/Sheltered Workshop, Service-Disabled Veteran Business Enterprise (SDVE), and/or Minority Business Enterprise/Women Business Enterprise (MBE/WBE) participation levels committed to in the contractor's awarded proposal.

The contractor shall prepare and submit to the Board a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops, SDVEs, and/or MBE/WBEs participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Board.

The Board will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop and SDVE participation levels committed to in the contractor's awarded proposal. The Board will monitor the contractor's compliance in meeting the MBE/WBE participation levels committed to in the contractor's awarded proposal. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future Board procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Board determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.

If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other certified MBE/WBEs or other organizations for the blind/sheltered workshops or other SDVEs to fulfill the participation requirements committed to in the contractor's awarded proposal.

The contractor must obtain the written approval of the Board buyer for any new entities. This approval shall not be arbitrarily withheld.

If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing detailing all efforts made to secure a replacement. The Division of Purchasing shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.

By no later than thirty (30) calendar days after the effective date of the first renewal period, the contractor must submit an affidavit to the Board. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Board's website or another affidavit providing the same information.

#### **12.1.10. Substitution of Personnel**

The contractor agrees and understands that the Board's agreement to the contract is predicated in part on the utilization of the specific key individuals and/or personnel qualifications identified in the proposal. Therefore, the contractor agrees and understands that any substitution of the specific key individuals and/or personnel qualifications identified in the proposal must be with individuals of equal or better qualifications than originally proposed.

#### **12.1.11. Authorized Personnel:**

- The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- If the contractor is found to be in violation of this requirement or the applicable state, federal, and local laws and regulations, and if the Board has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the Board shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar

the contractor from doing business with the Board. The Board may also withhold up to twenty-five percent of the total amount due to the contractor.

- The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

#### **12.1.12. E-Verify Program**

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:

- 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
- Provide to the Board the documentation required in Exhibit C 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
- Submit to the Board a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 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.

#### **12.1.13. Contractor Status**

The contractor is an independent contractor and shall not represent the contractor or the contractor's employees to be employees of the Board or an agency of the State of Missouri. The contractor shall assume all legal and financial responsibility for salaries, taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the Board, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

#### **12.1.14. Coordination**

The contractor shall fully coordinate all contract activities with those activities of the Board. As the work of the contractor progresses, advice and information on matters covered by the contract shall be made available by the contractor to the Board throughout the effective period of the contract.

#### **12.1.15. Property of Board**

All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the Board. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the Board.

#### **12.1.16. Confidentiality:**

The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the Board.

- If required by the Board, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.



**13. EXHIBITS**

13.1. **Exhibit A**

**EXHIBIT A  
PARTICIPATION COMMITMENT**

**Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or Service-Disabled Veteran Business Enterprise (SDVE) Participation Commitment** – If the vendor is committing to participation by or if the vendor is a qualified MBE/WBE and/or organization for the blind/sheltered workshop and/or a qualified SDVE, the vendor must provide the required information in the appropriate table(s) below for the organization proposed and must submit the completed exhibit with the vendor’s proposal.

For Minority Business Enterprise (MBE) and/or Woman Business Enterprise (WBE) Participation, if proposing an entity certified as both MBE and WBE, the vendor must either (1) enter the participation percentage under MBE or WBE, **or** must (2) divide the participation between both MBE and WBE. If dividing the participation, do not state the total participation on both the MBE and WBE Participation Commitment tables below. Instead, divide the total participation as proportionately appropriate between the tables below.

<b>MBE Participation Commitment Table</b>		
(The services performed or the products provided by the listed MBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)		
<b>Name of Each Qualified Minority Business Enterprise (MBE) Proposed</b>	<b>Committed Percentage of Participation for Each MBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed MBE</b> <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the MBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total MBE Percentage:</b>	<b>%</b>	

**Exhibit A, continued**

<b>WBE Participation Commitment Table</b>		
<i>(The services performed or the products provided by the listed WBE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)</i>		
<b>Name of Each Qualified Women Business Enterprise (WBE) proposed</b>	<b>Committed Percentage of Participation for Each WBE (% of the Actual Total Contract Value)</b>	<b>Description of Products/Services to be Provided by Listed WBE</b> <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the WBE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
3.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
4.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total WBE Percentage:</b>	<b>%</b>	

**Exhibit A, continued**

**Organization for the Blind/Sheltered Workshop Commitment Table**

By completing this table, the vendor commits to the use of the organization at the greater of \$5,000 or 2% of the actual total dollar value of contract.

(The services performed or the products provided by the listed Organization for the Blind/Sheltered Workshop must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Organization for the Blind or Sheltered Workshop Proposed	Description of Products/Services to be Provided by Listed Organization for the Blind/Sheltered Workshop <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the organization for the blind/sheltered workshop is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	Product/Service(s) proposed: ----- RFP Paragraph References:

**SDVE Participation Commitment Table**

(The services performed or the products provided by the listed SDVE must provide a commercially useful function related to the delivery of the contractually-required service/product in a manner that will constitute an added value to the contract and shall be performed/provided exclusive to the performance of the contract.)

Name of Each Qualified Service-Disabled Veteran Business Enterprise (SDVE) Proposed	Committed Percentage of Participation for Each SDVE (% of the Actual Total Contract Value)	Description of Products/Services to be Provided by Listed SDVE <i>The vendor should also include the paragraph number(s) from the RFP which requires the product/service the SDVE is proposed to perform and describe how the proposed product/service constitutes added value and will be exclusive to the contract.</i>
1.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
2.	%	Product/Service(s) proposed: ----- RFP Paragraph References:
<b>Total SDVE Percentage:</b>	<b>%</b>	

**EXHIBIT B**  
**DOCUMENTATION OF INTENT TO PARTICIPATE**

If the vendor is proposing to include the participation of a Minority Business Enterprise/Women Business Enterprise (MBE/WBE) and/or Organization for the Blind/Sheltered Workshop and/or qualified Service-Disabled Veteran Business Enterprise (SDVE) in the provision of the products/services required in the RFP, the vendor must either provide a recently dated letter of intent, signed and dated no earlier than the RFP issuance date, from each organization documenting the following information, or complete and provide this Exhibit with the vendor's proposal.

~ Copy This Form For Each Organization Proposed ~

Vendor Name: \_\_\_\_\_

**This Section To Be Completed by Participating Organization:**

*By completing and signing this form, the undersigned hereby confirms the intent of the named participating organization to provide the products/services identified herein for the vendor identified above.*

Indicate appropriate business classification(s):

\_\_\_ MBE \_\_\_ WBE \_\_\_ Organization for the Blind \_\_\_ Sheltered Workshop \_\_\_ SDVE

Name of Organization: \_\_\_\_\_

(Name of MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)

Contact Name: \_\_\_\_\_ Email: \_\_\_\_\_

Address (If SDVE, provide MO Address): \_\_\_\_\_ Phone #: \_\_\_\_\_

City: \_\_\_\_\_ Fax #: \_\_\_\_\_

State/Zip: \_\_\_\_\_ Certification # \_\_\_\_\_

SDVE's Website Address: \_\_\_\_\_ Certification Expiration Date: \_\_\_\_\_ (or attach copy of certification)

Service-Disabled Veteran's (SDV) Name: \_\_\_\_\_ SDV's Signature: \_\_\_\_\_  
(Please Print)

**PRODUCTS/SERVICES PARTICIPATING ORGANIZATION AGREED TO PROVIDE**

Describe the products/services you (*as the participating organization*) have agreed to provide:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_  
*Authorized Signature of Participating Organization*  
*(MBE, WBE, Organization for the Blind, Sheltered Workshop, or SDVE)*

\_\_\_\_\_  
*Date*

**EXHIBIT B (continued)**  
**DOCUMENTATION OF INTENT TO PARTICIPATE**  
**SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE (SDVE)**

If a participating organization is an SDVE, unless the Service-Disabled Veteran (SDV) documents were previously submitted within the past five (5) years to the Division of Purchasing (Purchasing), the vendor **must** provide the following SDV documents:

- a copy of the SDV's award letter from the Department of Veterans Affairs or a copy of the SDV's discharge paper (DD Form 214, Certificate of Release or Discharge from Active Duty), AND
- a copy of the SDV's documentation certifying disability by the appropriate federal agency responsible for the administration of veterans' affairs.

(NOTE: The SDV's award letter, the SDV's discharge paper, and the SDV's documentation certifying disability shall be considered confidential pursuant to subsection 14 of section 610.021, RSMo.)

The vendor should check the appropriate statement below and, if applicable, provide the requested information.

- No, I have not previously submitted the SDV documents specified above to Purchasing and therefore have enclosed the SDV documents.
- Yes, I previously submitted the SDV documents specified above within the past five (5) years to Purchasing.

**Date** SDV Documents were Submitted: \_\_\_\_\_

Previous **Proposal/Contract Number** for Which the SDV Documents were Submitted:  
\_\_\_\_\_  
(if applicable and known)

(NOTE: If the proposed SDVE and SDV are listed on the Purchasing SDVE database located at <http://oa.mo.gov/sites/default/files/sdvelisting.pdf>, then the SDV documents have been submitted to Purchasing within the past five [5] years. However, if it has been determined that an SDVE at any time no longer meets the requirements stated above, Purchasing will remove the SDVE and associated SDV from the database.)

<b>FOR STATE USE ONLY</b>	
SDV Documents - Verification Completed By:	
_____ Buyer	_____ Date

EXHIBIT C

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

**BUSINESS ENTITY CERTIFICATION:**

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

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at [http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm).
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

**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 \_\_\_\_\_ (RFP Number) 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 Division of Purchasing 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 C, 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 vendor must perform/provide each of the following. The vendor 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 vendor's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the vendor's name and the MOU signature page completed and signed, at minimum, by the vendor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the vendor'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 C, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

<i>Authorized Representative's Signature</i>	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

<i>Signature of Notary</i>	<i>Date</i>
----------------------------	-------------



EXHIBIT C, 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 vendor’s name and the MOU signature page completed and signed by the vendor 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*

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify MOU Company ID Number

**FOR STATE OF MISSOURI USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT D**

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Company Name	DUNS # (if known)
Authorized Representative's Printed Name	Authorized Representative's Title
<i>Authorized Representative's Signature</i>	Date

**Instructions for Certification**

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

**EXHIBIT E  
MISCELLANEOUS INFORMATION**

**E.1 Executive Order 04-09: Products and/or Services Provided Outside United States**

If any products and/or services offered under this RFP are being manufactured or performed at sites outside the United States, the vendor MUST disclose such fact and provide details in the space below or on an attached page.

Are any of the vendor’s proposed products and/or services being manufactured or performed at sites outside the United States?	Yes    _____	No    _____
If YES, do the proposed products/services satisfy the conditions described in 4a, b, c, or d of Executive Order 04-09? (see the following web link: <a href="http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp">http://www.sos.mo.gov/library/reference/orders/2004/eo04_009.asp</a> )	Yes    _____	No    _____
<p>If YES, mark the appropriate exemption below, and provide the requested details:</p> <p>_____ a. Unique good or service. EXPLAIN: _____</p> <p>_____ b. Foreign firm hired to market Missouri services/products to a foreign country. Identify foreign country: _____</p> <p>_____ c. Economic cost factor exists EXPLAIN: _____</p> <p>_____ d. Vendor/subcontractor maintains significant business presence in the United States and only performs trivial portion of contract work outside US. Identify maximum percentage of the overall value of the contract, for any contract period, attributed to the value of the products and/or services being manufactured or performed at sites outside the United States: _____%</p> <p>Specify what contract work would be performed outside the United States: _____</p>		

**E.2 Employee/Conflict of Interest:**

Vendors who are 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 105.450 to 105.458, RSMo, regarding conflict of interest. If the vendor or any owner of the vendor’s organization is currently an elected or appointed official or an employee of the State of Missouri or any political subdivision thereof, please provide the following information:	
Name and title of elected or appointed official or employee of the State of Missouri or any political subdivision thereof:	
If employee of the State of Missouri or political subdivision thereof, provide name of state agency or political subdivision where employed:	
Percentage of ownership interest in vendor’s organization held by elected or appointed official or employee of the State of Missouri or political subdivision thereof:	_____ %

**E.3 Registration of Business Name (if applicable) with the Missouri Secretary of State**

The vendor should indicate the vendor's charter number and company name with the Missouri Secretary of State. Additionally, the vendor should provide proof of the vendor's good standing status with the Missouri Secretary of State. If the vendor is exempt from registering with the Missouri Secretary of State pursuant to section 351.572, RSMo., identify the specific section of 351.572 RSMo., which supports the exemption.

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State pursuant to section 351.572 RSMo., identify the section of 351.572 to support the exemption:	

**ATTACHMENT 1**

**MANDATORY QUALIFICATIONS AND REQUIREMENTS RESPONSE MATRIX**

The following requirements copied from Section 4 of the RFP are **mandatory** and the Proposer must be able to meet each requirement at the time of the Proposer’s response to the RFP and during the entire term of the resulting Contract. **The Proposer shall not provide additional comments or explanations. Further, Proposers shall not point to or recommend other documentation to describe its compliance or non-compliance with any qualification/requirement.**

Failure of a Proposer to meet the mandatory qualifications and requirements shall result in rejection of the Proposal. In the event there is an individual mandatory qualification or requirement that no Proposer can meet, the Board reserves the right to eliminate that individual mandatory requirement; in such case, the Board shall continue the evaluation of Proposals and select the Proposal that most closely meets the remaining qualifications and requirements specified in the RFP.

The Proposer must complete this form by checking either “Yes” or “No” for each of the mandatory qualifications/requirements in the appropriate column.

- “Yes” indicates that the Proposer can certify the statement is true and that the requirement is currently available at the time Proposer’s response to the RFP is submitted to the Board and any resulting Contract.
- “No” indicates that the Proposer cannot certify the statement is true, the Proposer cannot meet the Mandatory qualification/requirement, or the requirement is not available at the time the of the Proposer’s Response to the RFP. A “No” response will disqualify the Proposal.

This form shall be completed, signed, and included in “Response to Section 4 Mandatory Requirements” of your Proposal.

SECTION	MANDATORY QUALIFICATION / REQUIREMENT	YES	NO
<b>4.</b>	<b>GENERAL REQUIREMENTS</b>		
<b>4.1</b>	<p><b>Mandatory Proposer Qualification</b></p> <p>Proposer must have a minimum of three (3) years of relevant experience, within the last five (5) years, with LMS projects specifically related to 911 call processing in a NG911 environment, such as regulatory and funding assessment, 911 technology assessments, strategic plan development, and NG911 system design and development.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4.1.1</b>	<p><b>Proposer References</b></p> <p>Provide at least three (3) different references for organizations with whom your company has provided similar services over the last five (5) years. Include a contact name, telephone number, and a clear, concise description of the project.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4.2</b>	<p><b>Mandatory Contract Performance Requirements</b></p> <p>Proposer must agree to provide all deliverables identified in Section 1.4 Project Plan and Deliverables.</p>	<input type="checkbox"/>	<input type="checkbox"/>
<b>4.2.1</b>	<p><b>Work Plan</b></p> <p>Within ten (10) business days of Contract execution, Contractor must provide a final work plan to the Board or Eligible Entities that identifies a chronological outline of all activities related to the project, key timelines and the deliverables that will be provided which shall include all identified or selected in Section 1.4 at a minimum.</p>	<input type="checkbox"/>	<input type="checkbox"/>

**ATTACHMENT 1****MANDATORY QUALIFICATIONS AND REQUIREMENTS RESPONSE MATRIX**

SECTION	MANDATORY QUALIFICATION / REQUIREMENT	YES	NO
4.2.2	<b>Implementation</b> Contractor must assist the Board or Eligible Entity project team to complete implementation of the Learning Management System into the regular operations and to aid in establishing best practices for use.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.3	<b>Additional Reports</b> Contractor must provide additional reports (e.g. white papers, ad hoc reports, gap analyses) as needed at the request of the Board or Eligible Entity. Contractor must make all commercially reasonable efforts to provide all additional reports as soon as possible or at a time agreed to.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.4	<b>On-Going Communications</b> Contractor must maintain regular and ongoing communication with the Board or Eligible Entity project team and provide advice, consultation, and written opinions/ recommendations as needed.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.5	<b>Additional On-Site Consultation Services</b> Contractor must provide additional on-site consultation services (e.g. committee meetings, etc.) at the request of the Board or Eligible Entity.	<input type="checkbox"/>	<input type="checkbox"/>
4.2.6	<b>Services Performed within the U.S.</b> Services must be performed in the United States. The inability to perform all services in the United States shall be grounds for disqualification of the submitted Proposal. Countries party to the World Trade Agreement may not be subject to this requirement.	<input type="checkbox"/>	<input type="checkbox"/>

**Company Name:** [Click here to enter text.](#)

**Proposer's Name and Title:** [Click here to enter text.](#)

**Proposer Signature:** \_\_\_\_\_

# Status Report

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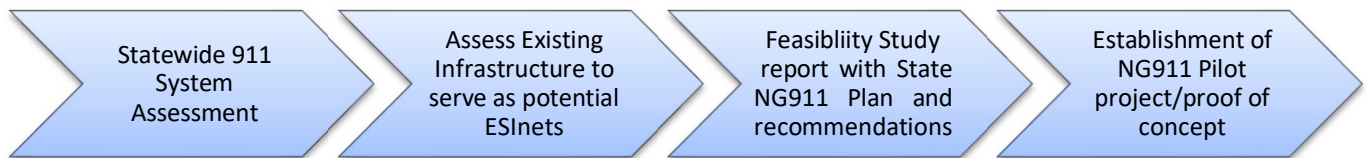
**Project:** NG911 Feasibility Study and State Plan Project

**Prepared by:** David S Lucas ENP, GISP

**Date:** August 18, 2021

## Overview

Mission Critical Partners (MCP) has been working with Board Staff to access the current 911 systems in Missouri while categorizing the state's position and preparation for NG911 implementation.



MCP has participated in Board initiated regional meetings, PSAP originated regional discussions, various educational sessions, and numerous face to face PSAP interviews and individual remote interactions.

Although slightly behind the originally stated target date of July 31, 2021 to finalize Task 1 and Task 2, 85% of the identified steps have been completed.

Regardless, Task 3 is progressing as information from Tasks 1 & 2 is cataloged and continues on scheduled for the target date of September 30, 2021.

## Accomplishments

### 1. State Assessment

- Evaluated current applicable Missouri statutes to determine Board's regulatory opportunities and prepared recommendations for establishing system standards.
- Assessed current PSAPs NG911 readiness and compiled a PSAP listing of identified PSAPs.
- Identify pending actions or projects by federal, state, and local government stakeholders that may impact the implementation of NG911 in Missouri.
- Compiled a summary of adjacent states' efforts, projects, and initiatives related to the implementation of NG911 solutions and identified the appropriate state contacts for interstate transfers for both 911 and NG911 purposes.

- Examined current laws and regulations related to the 911 services in Missouri including any statutory and regulatory guidelines (local, state, and federal).
- Analyze and assess the impact of NG911 services on existing 911 service and networks within Missouri and any potential financial or funding issues the Board and stakeholders should be aware of regarding these impacts.
- Evaluated current funding sources for the implementation of a statewide and/or regional components (ESInet, NGCS) required for NG911 implementation.

## 2. **Technology Assessment**

- Assessed existing broadband and telephony infrastructure and identified upgrades needed for the implementation of a NG911 network.
- Assessed current individual PSAP CPE, recording, and telephony systems to identify compatibility with NG911 solutions.
- Identified and evaluated existing 911 management information system (MIS) databases and capabilities.
- Outreached to over 65 potential ESInet providers with 50% direct engagement rate. Identified viable ESInet providers within individual regions and possible statewide aggregators.
- Documented relevant requirements for NG911 security, redundancy, and geodiversity.

## 3. **ESInet**

- Reviewed existing MPLS networks used by public safety entities for 911 traffic
- Evaluated existing networks managed by other state entities.
- Investigated the integration of multiple IP networks to support NG911 services within individual regions in Missouri.
- Initiated assessment of current 911 systems to determine migration paths from legacy network solutions to SIP based connections.
- Developed ROM pricing for statewide and/or regional ESInet solutions.

## **Future Tasks**

The following tasks are planned prior to October 1, 2021:

- Statewide 911 System Assessment
- Feasibility Study and Recommendations Report
- ESInet Solution Recommendations
- *Draft* NG911 Strategic Plan



Missouri 911 Service Board  
Financial Statements  
June 30, 2021

DRAFT

# Taylor Nold Kenney & Mitchell LLC

*Certified Public Accountants*

108 North Main Street • Clinton, MO • 64735 • (660) 885-6996

## Accountant's Compilation Report

Board Members  
Missouri 911 Service Board  
Clinton, MO

The members are responsible for the accompanying financial statements of Missouri 911 Service Board, which comprise the statement of net position – as of June 30, 2021 and 2020, and the related statement of activities – for the twelve months then ended June 30, 2021. It is also comprised of the balance sheet for the governmental fund as of June 30, 2021 and 2020, and the related statement of revenues, expenditures and changes in fund balances for the governmental fund for the month and the twelve months then ended June 30, 2020 and 2021, and for determining that the accrual basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the owner. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The members have elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the accrual basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the member's assets, liabilities, funds, revenues, and expenditures. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement; however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

This compilation is only a draft, as pertinent information for accrued vacation has not been finalized. This version is not to be given to any third parties. A final version will be provided when all information is final.

*Taylor Nold, Kenney & Mitchell, LLC*  
August 25, 2021

**Missouri 911 Service Board  
Statement of Net Position  
As of June 30, 2021 and 2020**

	<b>2021</b>	<b>2020</b>
<b>ASSETS</b>		
Cash and Cash Equivalents	\$ 2,525,332.40	\$ 3,278,311.80
Accounts Receivable	\$ 614,619.28	\$ 594,938.96
 Total Assets	 3,139,951.68	 3,873,250.76
<b>LIABILITIES</b>		
Missouri Counties Payable	646,746.49	682,495.55
Accounts Payable	19.49	66,650.97
Payroll Liabilities	2,686.50	3,011.74
Accrued Vacation	9,350.00	9,350.00
 Total Liabilities	 658,802.48	 761,508.26
<b>NET POSITION</b>		
Unassigned	2,481,149.20	3,111,742.50
 Total Net Position	 2,481,149.20	 3,111,742.50

**Missouri 911 Service Board  
Statement of Activities  
As of June 30, 2021**

Functions/Programs	Expenses	Program Revenues Operating Grants and Contributions	Governmental Activities Net (Expenses) Revenues and Changes in Net Position
Primary Function:			
Governmental Activities			
Personnel	\$ (118,942.47)	\$ -	\$ (118,942.47)
General Operations	(3,142,077.89)	-	(3,142,077.89)
Emergency Telephone Numbers	(2,172,007.87)	-	(2,172,007.87)
911 Service Income	-	4,756,656.90	4,756,656.90
Total Governmental Activities	\$ (5,433,028.23)	\$ 4,756,656.90	(676,371.33)
	General Revenues:		
	Investment Earnings		45,733.03
	Miscellaneous		45.00
	Total General Revenues		45,778.03
	Change in Net Position		(630,593.30)
	Net Position - Beginning		3,111,742.50
	Net Position - Ending		\$ 2,481,149.20

**Missouri 911 Service Board**  
**Balance Sheet - Governmental Fund**  
**As of June 30, 2021 and 2020**

	2021	2020
<b>ASSETS</b>		
Current Assets		
Cash and Cash Equivalents	\$ 2,525,332.40	\$ 3,278,311.80
Total Current Assets	\$ 2,525,332.40	\$ 3,278,311.80
Accounts Receivable		
Department of Missouri	\$ 614,619.28	\$ 594,938.96
Total Accounts Receivable	\$ 614,619.28	\$ 594,938.96
<b>Total Assets</b>	<b>3,139,951.68</b>	<b>3,873,250.76</b>
<b>LIABILITIES AND FUND BALANCES</b>		
Liabilities		
Missouri Counties Payable	646,746.49	682,495.55
Grants Payable	-	-
MO DOR Overpayment	-	66,650.97
Accounts Payable	19.49	-
Payroll Liabilities	2,686.50	3,011.74
Accrued Vacation	9,350.00	9,350.00
Total Liabilities	658,802.48	761,508.26
Fund Balances:		
Assigned		
Loan & Grants	-	-
Reserve Fund (15%)	1,637,880.67	917,522.18
Total Assigned	1,637,880.67	917,522.18
Unassigned		
Unassigned Balance	843,268.53	2,194,220.32
Total Unassigned	843,268.53	2,194,220.32
Total Fund Balances	2,481,149.20	3,111,742.50
<b>Total Liabilities and Fund Balances</b>	<b>\$ 3,139,951.68</b>	<b>\$ 3,873,250.76</b>

**Missouri 911 Service Board**  
**Statement of Revenues, Expenditures and Changes in Fund Balances -**  
**Governmental Fund**  
**One Month and Year Then Ended June 30, 2021**

	Month Ended June 30, 2021	Year Ended June 30, 2021
<b>REVENUES</b>		
911 Service Income	\$ 610,866.30	\$ 4,756,656.90
Miscellaneous Income	\$ -	\$ 45.00
Total Revenue	610,866.30	4,756,701.90
<b>OPERATING EXPENDITURES</b>		
Emergency Telephone Fund		
1st Class Counties	89,774.40	700,611.66
Other Counties	189,100.70	1,471,396.21
Contract Services		
Accounting	525.00	7,697.55
Auditor	3,000.00	6,500.00
Insurance	-	4,008.00
Legal Fees	2,502.50	51,781.50
Outside Contract Services	11,842.24	60,849.58
Secretarial	-	167,934.51
Office Expense		
Bank Charges	0.50	39.00
Computer & Internet	9,945.00	10,745.00
Dues & Fees	-	500.00
Postage	-	
Supplies	17.99	17.99
Travel	-	475.83
Payroll Expenses		
Wages & Payroll Taxes	9,143.75	118,942.47
Program Operations		
Grants	(317.87)	2,830,401.60
Scholarships	-	100.00
Support Systems	-	672.33
Board Expense		
Interpreter	-	355.00
Mileage	-	-
Total Operating Expenditures	315,534.21	5,433,028.23
Excess (deficiency) of Revenues Over Expenditures	295,332.09	(676,326.33)

See Independent Accountant's Compilation Report

**Missouri 911 Service Board**  
**Statement of Revenues, Expenditures and Changes in Fund Balances -**  
**Governmental Fund**  
**One Month and Year Then Ended June 30, 2021**

	Month Ended June 30, 2021	Year Ended June 30, 2021
OTHER FINANCING SOURCES (USES)		
Interest	4,279.07	45,733.03
Total Other Financing Sources and Uses	4,279.07	45,733.03
<b>Net Change in Fund Balances</b>	<b>299,611.16</b>	<b>(630,593.30)</b>
Fund Balance - Beginning July 1, 2020		3,111,742.50
Fund Balance - Beginning June 1, 2021	2,181,538.04	
<b>Fund balance - Ending June 30, 2021</b>	<b>\$ 2,181,538.04</b>	<b>\$ 3,111,742.50</b>

**Missouri 911 Service Board**  
**Comparative Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Fund**  
**Month and Year Ended June 30, 2021 & 2020**

	Month Ended June 30, 2021	Month Ended June 30, 2020	Variance	Year Ended June 30, 2021	Year Ended June 30, 2020	Variance
<b>REVENUES</b>						
911 Service Income	\$ 610,866.30	\$ 595,169.76	\$ 15,696.54	\$ 4,756,656.90	\$ 5,060,152.17	\$ (303,495.27)
Miscellaneous Income	\$ -	\$ 15.00	\$ (15.00)	\$ 45.00	\$ 25.00	\$ 20.00
Total Revenue	610,866.30	595,184.76	15,681.54	4,756,701.90	5,060,177.17	(303,475.27)
<b>OPERATING EXPENDITURES</b>						
<b>Emergency Telephone Fund</b>						
1st Class Counties	89,774.40	80,080.94	9,693.46	700,611.66	802,833.45	(102,221.79)
Other Counties	189,100.70	188,787.31	313.39	1,471,396.21	1,530,009.40	(58,613.19)
<b>Contract Services</b>						
Accounting	525.00	75.00	450.00	7,697.55	2,350.00	5,347.55
Auditor	3,000.00	-	3,000.00	6,500.00	-	6,500.00
Executive Director Search	-	-	-	-	24,500.00	(24,500.00)
Insurance	-	-	-	4,008.00	7,909.00	(3,901.00)
Legal Fees	2,502.50	11,973.50	(9,471.00)	51,781.50	46,541.50	5,240.00
Outside Contract Services	11,842.24	-	11,842.24	60,849.58	-	60,849.58
Secretarial	-	-	-	167,934.51	70,260.43	97,674.08
<b>Office Expense</b>						
Bank Charges	0.50	0.50	-	39.00	1.00	38.00
Computer & Internet	9,945.00	-	9,945.00	10,745.00	-	10,745.00
Dues & Fees	-	-	-	500.00	500.00	-
Postage	-	-	-	-	49.80	(49.80)
Supplies	17.99	-	17.99	17.99	3,442.25	(3,424.26)
Travel	-	-	-	475.83	-	475.83
<b>Payroll Expenses</b>						
Wages & Payroll Taxes	9,143.75	9,153.75	(10.00)	118,942.47	32,353.37	86,589.10
Vacation Time Owed	-	9,350.00	(9,350.00)	-	9,350.00	-
Moving Expenses	-	-	-	-	8,122.00	(8,122.00)
<b>Program Operations</b>						
Grants	(317.87)	-	-	2,830,401.60	-	2,830,401.60
Scholarships	-	-	-	100.00	-	100.00
Support Systems	-	-	-	672.33	-	672.33
<b>Board Expense</b>						
Interpreter	-	-	-	355.00	835.00	(480.00)
Mileage	-	270.17	(270.17)	-	1,650.54	(1,650.54)
Total Operating Expenditures	315,534.21	299,691.17	15,843.04	5,433,028.23	2,540,707.74	2,892,320.49
Excess (deficiency) of Revenues Over Expenditures	295,332.09	295,493.59	(161.50)	(676,326.33)	2,519,469.43	(3,195,795.76)
<b>OTHER FINANCING SOURCES (USES)</b>						
Interest	4,279.07	4,229.59	49.48	45,733.03	33,916.71	11,816.32
Total Other Financing Sources and Uses	4,279.07	4,229.59	49.48	45,733.03	33,916.71	11,816.32
<b>Net Change in Fund Balances</b>	<b>299,611.16</b>	<b>299,723.18</b>	<b>(112.02)</b>	<b>(630,593.30)</b>	<b>2,553,386.14</b>	<b>(3,183,979.44)</b>

See Independent Accountant's Compilation Report



**Missouri 911 Service Board**  
**Comparative Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Fund**  
**Month and Year Ended June 30, 2021 & 2020**

	Month Ended June 30, 2021	Month Ended June 30, 2020	Variance	Year Ended June 30, 2021	Year Ended June 30, 2020	Variance
<b>Net Change in Fund Balances</b>	<b>299,611.16</b>	<b>299,723.18</b>	<b>(112.02)</b>	<b>(630,593.30)</b>	<b>2,553,386.14</b>	<b>(3,183,979.44)</b>
Fund Balance - Begin June 1, 2021	2,181,538.04					
Fund Balance - Begin June 1, 2020		2,812,019.32				
Fund Balance - Begin Jul 1, 2020				3,111,742.50		
Fund Balance - Begin Jul 1, 2019					558,356.36	
<b>Fund balance - End June 30, 2021 &amp; 2020</b>	<b>\$ 2,481,149.20</b>	<b>\$ 3,111,742.50</b>	<b>\$ (630,593.30)</b>	<b>\$ 2,481,149.20</b>	<b>\$ 3,111,742.50</b>	<b>\$ (630,593.30)</b>

Missouri 911 Service Board  
Supplementary Information  
June 30, 2021

DRAFT

**Missouri 911 Service Board  
Reserve Transfer  
15% of Revenue**

	Revenue	Reserve Transfer
6/30/2019	\$ 1,022,745.66	\$ 153,411.85
<b>2018-2019 Fiscal Year</b>	<b>\$ 1,022,745.66</b>	<b>\$ 153,411.85</b>
6/30/2020	\$ 5,094,068.88	\$ 764,110.33
<b>2019-2020 Fiscal Year</b>	<b>\$ 5,094,068.88</b>	<b>\$ 764,110.33</b>
7/31/2020	\$ 183,975.81	\$ 27,596.37
8/31/2020	\$ 393,106.83	\$ 58,966.02
9/30/2020	\$ 457,576.36	\$ 68,636.45
10/31/2020	\$ 367,916.77	\$ 55,187.52
11/30/2020	\$ 398,614.85	\$ 59,792.23
12/31/2020	\$ 396,286.34	\$ 59,442.95
1/31/2021	\$ 388,139.15	\$ 58,220.87
2/28/2021	\$ 412,569.34	\$ 61,885.40
3/31/2021	\$ 381,672.84	\$ 57,250.93
4/30/2021	\$ 387,820.75	\$ 58,173.11
5/31/2021	\$ 419,565.52	\$ 62,934.83
6/30/2021	\$ 615,145.37	\$ 92,271.81
<b>2020-2021 Fiscal Year</b>	<b>\$ 4,802,389.93</b>	<b>\$ 720,358.49</b>
<b>Overall Total</b>	<b>\$ 10,919,204.47</b>	<b>\$ 1,637,880.67</b>

**Missouri 911 Service Board**  
**Payroll Summary**  
**June 2021**

	Brian W Maydwell		TOTAL	
	Jun 21	Jan - Jun 21	Jun 21	Jan - Jun 21
<b>Employee Wages, Taxes and Adjustments</b>				
Gross Pay				
Salary	8,500.00	55,250.00	8,500.00	55,250.00
<b>Total Gross Pay</b>	<b>8,500.00</b>	<b>55,250.00</b>	<b>8,500.00</b>	<b>55,250.00</b>
<b>Adjusted Gross Pay</b>	<b>8,500.00</b>	<b>55,250.00</b>	<b>8,500.00</b>	<b>55,250.00</b>
<b>Taxes Withheld</b>				
Federal Withholding	-892.00	-5,798.00	-892.00	-5,798.00
Medicare Employee	-123.25	-801.13	-123.25	-801.13
Social Security Employee	-527.00	-3,425.50	-527.00	-3,425.50
MO - Withholding	-494.00	-3,211.00	-494.00	-3,211.00
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00
<b>Total Taxes Withheld</b>	<b>-2,036.25</b>	<b>-13,235.63</b>	<b>-2,036.25</b>	<b>-13,235.63</b>
<b>Net Pay</b>	<b>6,463.75</b>	<b>42,014.37</b>	<b>6,463.75</b>	<b>42,014.37</b>
<b>Employer Taxes and Contributions</b>				
Federal Unemployment	0.00	42.00	0.00	42.00
Medicare Company	123.25	801.13	123.25	801.13
Social Security Company	527.00	3,425.50	527.00	3,425.50
MO - Unemployment	0.00	110.00	0.00	110.00
<b>Total Employer Taxes and Contributions</b>	<b>650.25</b>	<b>4,378.63</b>	<b>650.25</b>	<b>4,378.63</b>

**Missouri 911 Service Board**  
**A/P Aging Summary**  
 As of June 30, 2021

*County Payables*

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Adair County	1,190.37	790.51	615.56	0.00	0.00	2,596.44
Andrew County	427.74	308.13	308.32	0.01	0.00	1,044.20
Atchison County	151.38	99.61	101.08	-26.79	0.00	325.28
Audrain County	473.00	267.61	237.11	-0.01	0.00	977.71
Barry County	672.93	417.80	362.02	0.03	0.00	1,452.78
Barton County	1,221.80	821.10	741.34	-0.01	0.00	2,784.23
Bates County	1,674.41	1,204.83	1,108.68	0.00	0.00	3,987.92
Benton County	1,886.49	1,259.66	1,176.90	0.00	0.00	4,323.05
Bollinger County	946.61	750.59	743.74	0.00	0.00	2,440.94
Boone County	6,639.53	4,451.33	4,106.68	0.01	0.00	15,197.55
Buchanan County	4,657.11	3,213.55	2,860.04	0.01	0.00	10,730.71
Butler County	4,771.19	2,998.45	2,871.07	0.02	0.00	10,640.73
Caldwell County	832.60	740.04	775.82	0.00	0.00	2,348.46
Callaway County	2,069.05	1,485.51	1,459.83	0.00	0.00	5,014.39
Camden County	3,296.91	2,296.80	2,118.17	0.00	0.00	7,711.88
Cape Girardeau County	5,195.66	3,415.49	3,082.25	0.02	0.00	11,693.42
Carroll County	160.88	106.76	84.98	3.68	0.00	356.30
Carter County	413.12	262.15	220.66	0.04	0.00	895.97
Cass County	1,167.86	681.08	574.42	0.00	0.00	2,423.36
Cedar County	1,416.10	1,255.74	1,243.36	0.03	0.00	3,915.23
Chariton County	153.85	130.47	127.54	0.01	0.00	411.87
Christian County	2,710.28	1,450.56	1,349.90	0.03	0.00	5,510.77
Clark County	81.09	67.07	64.08	0.02	0.00	212.26
Clay County	5,929.29	4,212.11	4,030.23	0.00	0.00	14,171.63
Clinton County	600.07	443.64	418.61	0.00	0.00	1,462.32
Cole County	3,037.04	1,874.79	1,722.84	0.03	0.00	6,634.70
Cooper County	1,326.31	881.46	843.12	0.01	0.00	3,050.90
Crawford County	1,887.88	1,227.87	1,112.88	0.00	0.00	4,228.63
Dade County	208.80	137.18	103.64	0.00	0.00	449.62
Dallas County	340.55	185.69	167.08	0.00	0.00	693.32
Daviess County	74.31	44.22	43.07	44.26	429.50	635.36
Dekalb County	947.24	611.70	523.97	0.00	0.00	2,082.91
Dent County	1,484.52	974.24	898.82	0.00	0.00	3,357.58
Douglas County	1,871.59	1,337.17	1,273.23	0.00	0.00	4,481.99
Dunklin County	3,399.01	2,176.73	1,851.20	0.01	0.00	7,426.95
Franklin County	6,275.37	4,156.63	3,867.54	0.02	0.00	14,299.56
Gasconade County	1,088.89	683.50	630.72	0.00	0.00	2,403.11
Gentry County	262.69	171.36	154.84	0.02	0.00	588.91
Greene County	17,860.27	12,790.28	11,961.02	0.00	0.00	42,611.57
Grundy County	662.10	589.34	569.02	0.00	0.00	1,820.46
Harrison County	862.99	572.99	539.12	0.01	0.00	1,975.11
Henry County	649.06	364.35	312.67	0.00	0.00	1,326.08
Hickory County	844.54	729.97	695.60	0.00	0.00	2,270.11
Holt County	116.19	81.86	69.50	0.00	0.00	267.55
Howard County	423.04	334.69	309.97	0.00	0.00	1,067.70
Howell County	715.14	433.87	346.67	0.00	0.00	1,495.68
Iron County	744.84	451.63	410.38	0.02	0.00	1,606.87
Jackson County	26,590.91	20,070.64	17,647.58	0.00	0.00	64,309.13
Jasper County	8,261.64	5,446.01	4,816.64	0.00	0.00	18,524.29
Jefferson County	4,481.08	2,392.18	2,122.93	0.01	0.00	8,996.20
Johnson County	341.22	251.00	194.79	0.00	0.00	787.01
Knox County	56.40	63.87	41.03	0.00	0.00	161.30
Laclede County	3,540.28	2,465.91	2,284.49	0.00	0.00	8,290.68
Lafayette County	1,528.96	1,228.95	1,235.84	0.00	0.00	3,993.75
Lawrence County	4,521.50	3,265.11	3,214.57	0.00	0.00	11,001.18
Lewis County	315.07	281.98	310.95	0.00	0.00	908.00
Lincoln County	1,954.11	1,355.96	1,288.82	0.02	0.00	4,598.91
Linn County	454.68	299.41	283.65	0.00	0.00	1,037.74
Livingston County	1,496.15	1,075.39	957.42	0.00	0.00	3,528.96
Macon County	393.04	323.80	326.18	0.00	0.00	1,043.02
Madison County	1,152.15	716.27	637.49	0.02	0.00	2,505.93
Maries County	389.31	241.22	381.52	0.01	0.00	1,012.06
Marion County	985.88	756.29	547.50	0.03	0.00	2,289.70
McDonald County	390.97	240.63	205.00	0.00	0.00	836.60
Mercer County	187.27	152.35	147.59	0.00	0.00	487.21
Miller County	1,770.32	1,177.59	1,142.14	0.01	0.00	4,090.06

**Missouri 911 Service Board**  
**A/P Aging Summary**  
**As of June 30, 2021**

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Mississippi County	754.32	471.51	425.12	0.01	0.00	1,650.96
Moniteau County	700.44	514.06	480.35	0.00	0.00	1,694.85
Monroe County	123.23	83.53	76.75	0.00	0.00	283.51
Montgomery County	1,115.82	506.01	463.41	0.00	0.00	2,085.24
Morgan County	1,582.14	1,009.40	905.70	0.03	0.00	3,497.27
New Madrid County	2,383.59	1,717.71	1,510.14	0.01	0.00	5,611.45
Newton County	5,994.39	4,668.51	4,524.51	0.00	-0.01	15,187.40
Nodaway County	555.01	371.50	321.64	0.00	-0.02	1,248.13
Oregon County	853.37	558.74	495.09	0.00	-0.02	1,907.18
Osage County	61.62	39.52	25.36	0.00	0.00	126.50
Ozark County	882.94	730.10	732.24	0.00	0.00	2,345.28
Pemiscot County	1,177.17	861.33	800.86	0.01	0.00	2,839.37
Perry County	1,469.76	1,017.98	938.30	-0.01	0.00	3,426.03
Pettis County	3,214.35	2,360.36	2,138.93	0.00	-0.01	7,713.63
Phelps County	2,913.00	1,938.00	1,722.90	0.00	-0.03	6,573.87
Pike County	1,156.84	814.54	765.77	0.01	0.00	2,737.16
Polk County	3,451.22	2,585.66	2,415.54	0.00	0.00	8,452.42
Pulaski County	2,463.98	1,692.30	1,616.34	0.00	0.00	5,772.62
Putnam County	174.22	151.21	135.75	0.00	0.00	461.18
Ralls County	378.35	328.06	347.18	0.00	0.00	1,053.59
Randolf County	827.92	545.03	491.66	-0.01	0.00	1,864.60
Ray County	2,119.80	1,620.61	1,577.88	0.02	0.00	5,318.31
Reynolds County	409.19	231.20	190.96	0.00	-0.02	831.33
Ripley County	962.18	718.32	740.58	0.02	0.00	2,421.10
Saline County	301.97	187.99	160.77	0.01	0.00	650.74
Schuyler County	82.76	68.59	69.86	0.00	0.00	221.21
Scotland County	99.72	75.58	73.47	0.00	-0.02	248.75
Scott County	1,153.16	808.22	762.92	0.00	0.00	2,724.30
Shannon County	424.56	259.21	213.40	0.00	0.00	897.17
Shelby County	40.49	27.51	25.52	0.03	0.00	93.55
Sikeston (City of)	661.78	387.02	301.10	0.00	0.00	1,349.90
St. Charles County	12,693.48	8,539.83	8,134.35	0.00	0.00	29,367.66
St. Clair County	769.61	643.77	646.43	0.00	0.00	2,059.81
St. Francois County	4,519.18	2,904.55	2,587.36	0.01	0.00	10,011.10
St. Louis City	13,879.21	10,980.42	10,893.68	0.00	0.00	35,753.31
St. Louis County	36,610.78	21,651.44	19,304.11	0.00	0.00	77,566.33
Ste. Genevieve County	715.20	505.17	503.08	0.01	0.00	1,723.46
Stoddard County	3,010.68	2,183.07	2,006.88	-0.01	0.00	7,200.62
Stone County	496.42	262.88	251.52	0.00	0.00	1,010.82
Sullivan County	136.26	85.69	70.36	0.02	0.00	292.33
Taney County	4,871.03	3,478.08	3,144.18	0.00	-0.01	11,493.28
Texas County	2,232.26	1,685.42	1,571.15	-0.01	0.00	5,488.82
Vernon County	2,796.67	2,071.66	1,921.43	0.02	0.00	6,789.78
Warren County	647.62	501.97	467.02	0.00	0.00	1,616.61
Warrenton	158.28	74.56	69.80	0.00	0.00	302.64
Washington County	1,861.26	1,195.81	1,056.88	0.02	0.00	4,113.97
Wayne County	1,292.95	725.96	763.46	0.03	0.00	2,782.40
Webster County	438.81	249.82	225.10	-0.01	-0.01	913.71
Worth County	74.77	52.43	49.77	0.00	0.00	176.97
Wright County	470.32	280.37	237.78	0.00	0.00	988.47
<b>TOTAL</b>	<b>278,796.71</b>	<b>191,168.88</b>	<b>176,329.76</b>	<b>21.79</b>	<b>429.35</b>	<b>646,746.49</b>

Missouri 911 Service Board  
Financial Statements  
July 31, 2021

DRAFT

# Taylor Nold Kenney & Mitchell LLC

*Certified Public Accountants*

108 North Main Street • Clinton, MO • 64735 • (660) 885-6996

## Accountant's Compilation Report

### Board Members

Missouri 911 Service Board  
Clinton, MO

The members are responsible for the accompanying financial statements of Missouri 911 Service Board, which comprise the statement of net position – as of July 31, 2021 and 2020, and the related statement of activities – for the one month then ended July 31, 2021. It is also comprised of the balance sheet for the governmental fund as of July 31, 2021 and 2020, and the related statement of revenues, expenditures and changes in fund balances for the governmental fund for the month and the one month then ended July 31, 2020 and 2021, and for determining that the accrual basis of accounting is an acceptable financial reporting framework. We have performed a compilation engagement in accordance with Statements on Standards for Accounting and Review Services (SSARS) promulgated by the Accounting and Review Services Committee of the AICPA. We did not audit or review the financial statements nor were we required to perform any procedures to verify the accuracy or completeness of the information provided by the owner. Accordingly, we do not express an opinion, a conclusion, nor provide any form of assurance on these financial statements.

The members have elected to omit substantially all the disclosures ordinarily included in financial statements prepared in accordance with the accrual basis of accounting. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the member's assets, liabilities, funds, revenues, and expenditures. Accordingly, the financial statements are not designed for those who are not informed about such matters.

The accompanying supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. This information is the representation of management. The information was subject to our compilation engagement; however, we have not audited or reviewed the supplementary information and, accordingly, do not express an opinion, a conclusion, nor provide any form of assurance on such supplementary information.

This compilation is only a draft, as pertinent information for accrued vacation has not been finalized. This version is not to be given to any third parties. A final version will be provided when all information is final.

*Taylor, Nold, Kenney & Mitchell, LLC*

August 25, 2021



**Missouri 911 Service Board**  
**Statement of Net Position**  
**As of July 31, 2021 and 2020**

	2021	2020
<b>ASSETS</b>		
Cash and Cash Equivalents	\$ 2,470,175.76	\$ 3,156,021.64
Accounts Receivable	\$ 388,821.70	\$ 179,135.65
Total Assets	2,858,997.46	3,335,157.29
<b>LIABILITIES</b>		
Missouri Counties Payable	178,820.22	84,383.43
Accounts Payable	44,747.53	68,741.26
Payroll Liabilities	3,180.50	2,696.50
Accrued Vacation	9,350.00	9,350.00
Total Liabilities	236,098.25	165,171.19
<b>NET POSITION</b>		
Unassigned	2,622,899.21	3,169,986.10
Total Net Position	2,622,899.21	3,169,986.10

**Missouri 911 Service Board  
Statement of Activities  
As of July 31, 2021**

Functions/Programs	Expenses	Program Revenues Operating Grants and Contributions	Governmental Activities Net (Expenses) Revenues and Changes in Net Position
Primary Function:			
Governmental Activities			
Personnel	\$ (9,153.75)	\$ -	\$ (9,153.75)
General Operations	(60,250.69)	-	(60,250.69)
Emergency Telephone Numbers	(178,186.82)	-	(178,186.82)
911 Service Income	-	388,751.15	388,751.15
<b>Total Governmental Activities</b>	<b>\$ (247,591.26)</b>	<b>\$ 388,751.15</b>	<b>141,159.89</b>
<b>General Revenues:</b>			
			590.12
Investment Earnings			-
Miscellaneous			590.12
			<b>Total General Revenues</b>
			141,750.01
			<b>Change in Net Position</b>
			2,481,149.20
			<b>Net Position - Beginning</b>
			<b>\$ 2,622,899.21</b>
			<b>Net Position - Ending</b>

**Missouri 911 Service Board**  
**Balance Sheet - Governmental Fund**  
**As of July 31, 2021 and 2020**

	2021	2020
<b>ASSETS</b>		
Current Assets		
Cash and Cash Equivalents	\$ 2,470,175.76	\$ 3,156,021.64
Total Current Assets	\$ 2,470,175.76	\$ 3,156,021.64
Accounts Receivable		
Department of Missouri	\$ 388,821.70	\$ 179,135.65
Total Accounts Receivable	\$ 388,821.70	\$ 179,135.65
<b>Total Assets</b>	<b>2,858,997.46</b>	<b>3,335,157.29</b>
<b>LIABILITIES AND FUND BALANCES</b>		
Liabilities		
Missouri Counties Payable	178,820.22	84,383.43
Grants Payable	-	-
MO DOR Overpayment	-	66,650.97
Accounts Payable	44,747.53	2,090.29
Payroll Liabilities	3,180.50	2,696.50
Accrued Vacation	9,350.00	9,350.00
Total Liabilities	236,098.25	165,171.19
Fund Balances:		
Assigned		
Loan & Grants	-	-
Reserve Fund (15%)	1,696,281.86	945,118.55
Total Assigned	1,696,281.86	945,118.55
Unassigned		
Unassigned Balance	926,617.35	2,224,867.55
Total Unassigned	926,617.35	2,224,867.55
Total Fund Balances	2,622,899.21	3,169,986.10
<b>Total Liabilities and Fund Balances</b>	<b>\$ 2,858,997.46</b>	<b>\$ 3,335,157.29</b>

**Missouri 911 Service Board**  
**Statement of Revenues, Expenditures and Changes in Fund Balances -**  
**Governmental Fund**  
**One Month and Year Then Ended July 31, 2021**

	Month Ended July 31, 2021	Year Ended July 31, 2021
<b>REVENUES</b>		
911 Service Income	\$ 388,751.15	\$ 388,751.15
Miscellaneous Income	\$ -	\$ -
Total Revenue	388,751.15	388,751.15
<b>OPERATING EXPENDITURES</b>		
Emergency Telephone Fund		
1st Class Counties	58,984.45	58,984.45
Other Counties	119,202.37	119,202.37
Contract Services		
Accounting	-	-
Auditor	-	-
Insurance	-	-
Legal Fees	-	-
Outside Contract Services	30,417.38	30,417.38
Secretarial	28,828.68	28,828.68
Office Expense		
Bank Charges	-	-
Computer & Internet	318.89	318.89
Dues & Fees	-	-
Postage	-	-
Supplies	93.44	93.44
Telephone	92.30	92.30
Travel	-	-
Payroll Expenses		
Wages & Payroll Taxes	9,153.75	9,153.75
Program Operations		
Grants	-	-
Scholarships	-	-
Support Systems	500.00	500.00
Board Expense		
Interpreter	-	-
Mileage	-	-
Total Operating Expenditures	247,591.26	247,591.26
Excess (deficiency) of Revenues Over Expenditures	141,159.89	141,159.89

See Independent Accountant's Compilation Report

**Missouri 911 Service Board**  
**Statement of Revenues, Expenditures and Changes in Fund Balances -**  
**Governmental Fund**  
**One Month and Year Then Ended July 31, 2021**

	Month Ended July 31, 2021	Year Ended July 31, 2021
<b>OTHER FINANCING SOURCES (USES)</b>		
Interest	590.12	590.12
Total Other Financing Sources and Uses	590.12	590.12
<b>Net Change in Fund Balances</b>	<b>141,750.01</b>	<b>141,750.01</b>
Fund Balance - Beginning July 1, 2021		2,481,149.20
Fund Balance - Beginning July 1, 2021	2,481,149.20	
<b>Fund balance - Ending July 31, 2021</b>	<b>\$ 2,481,149.20</b>	<b>\$ 2,481,149.20</b>

**Missouri 911 Service Board**  
**Comparative Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Fund**  
**Month and Year Ended July 31, 2021 & 2020**

	Month Ended July 31, 2021	Month Ended July 31, 2020	Variance	Year Ended July 31, 2021	Year Ended July 31, 2020	Variance
<b>REVENUES</b>						
911 Service Income	\$ 388,751.15	\$ 179,366.45	\$ 209,384.70	\$ 388,751.15	\$ 179,366.45	\$ 209,384.70
Miscellaneous Income	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Revenue</b>	<b>388,751.15</b>	<b>179,366.45</b>	<b>209,384.70</b>	<b>388,751.15</b>	<b>179,366.45</b>	<b>209,384.70</b>
<b>OPERATING EXPENDITURES</b>						
<b>Emergency Telephone Fund</b>						
1st Class Counties	58,984.45	33,093.36	25,891.09	58,984.45	33,093.36	25,891.09
Other Counties	119,202.37	51,381.48	67,820.89	119,202.37	51,381.48	67,820.89
<b>Contract Services</b>						
Accounting	-	620.00	(620.00)	-	620.00	(620.00)
Auditor	-	-	-	-	-	-
Executive Director Search	-	-	-	-	-	-
Insurance	-	-	-	-	-	-
Legal Fees	-	6,198.50	(6,198.50)	-	6,198.50	(6,198.50)
Outside Contract Services	30,417.38	-	30,417.38	30,417.38	-	30,417.38
Secretarial	28,828.68	24,280.52	4,548.16	28,828.68	24,280.52	4,548.16
<b>Office Expense</b>						
Bank Charges	-	0.50	(0.50)	-	0.50	(0.50)
Computer & Internet	318.89	-	318.89	318.89	-	318.89
Dues & Fees	-	500.00	(500.00)	-	500.00	(500.00)
Postage	-	-	-	-	-	-
Supplies	93.44	-	93.44	93.44	-	93.44
Travel	-	-	-	-	-	-
<b>Payroll Expenses</b>						
Wages & Payroll Taxes	9,153.75	8,985.52	168.23	9,153.75	8,985.52	168.23
Vacation Time Owed	-	-	-	-	-	-
Moving Expenses	-	-	-	-	-	-
<b>Program Operations</b>						
Grants	-	-	-	-	-	-
Scholarships	-	-	-	-	-	-
Support Systems	500.00	672.33	(172.33)	500.00	672.33	(172.33)
<b>Board Expense</b>						
Interpreter	-	-	-	-	-	-
Mileage	-	-	-	-	-	-
<b>Total Operating Expenditures</b>	<b>247,498.96</b>	<b>125,732.21</b>	<b>121,766.75</b>	<b>247,498.96</b>	<b>125,732.21</b>	<b>121,766.75</b>
<b>Excess (deficiency) of Revenues Over Expenditures</b>	<b>141,252.19</b>	<b>53,634.24</b>	<b>87,617.95</b>	<b>141,252.19</b>	<b>53,634.24</b>	<b>87,617.95</b>
<b>OTHER FINANCING SOURCES (USES)</b>						
Interest	590.12	4,609.36	(4,019.24)	590.12	4,609.36	(4,019.24)
<b>Total Other Financing Sources and Uses</b>	<b>590.12</b>	<b>4,609.36</b>	<b>(4,019.24)</b>	<b>590.12</b>	<b>4,609.36</b>	<b>(4,019.24)</b>
<b>Net Change in Fund Balances</b>	<b>141,842.31</b>	<b>58,243.60</b>	<b>83,598.71</b>	<b>141,842.31</b>	<b>58,243.60</b>	<b>83,598.71</b>

See Independent Accountant's Compilation Report

**Missouri 911 Service Board**  
**Comparative Statement of Revenues, Expenditures and Changes in Fund Balances**  
**Governmental Fund**  
**Month and Year Ended July 31, 2021 & 2020**

	Month Ended July 31, 2021	Month Ended July 31, 2020	Variance	Year Ended July 31, 2021	Year Ended July 31, 2020	Variance
<b>Net Change in Fund Balances</b>	<b>141,842.31</b>	<b>58,243.60</b>	<b>83,598.71</b>	<b>141,842.31</b>	<b>58,243.60</b>	<b>83,598.71</b>
Fund Balance - Begin July 1, 2021	2,481,149.20					
Fund Balance - Begin July 1, 2020		3,111,742.50				
Fund Balance - Begin July 1, 2021				2,481,149.20		
Fund Balance - Begin July 1, 2020					3,111,724.50	
<b>Fund balance - End June 30, 2021 &amp; 2020</b>	<b>\$ 2,622,991.51</b>	<b>\$ 3,169,986.10</b>	<b>\$ (546,994.59)</b>	<b>\$ 2,622,991.51</b>	<b>\$ 3,169,968.10</b>	<b>\$ (546,976.59)</b>

Missouri 911 Service Board  
Supplementary Information  
July 31, 2021



**Missouri 911 Service Board  
Reserve Transfer  
15% of Revenue**

	<b>Revenue</b>	<b>Reserve Transfer</b>
6/30/2019	\$ 1,022,745.66	\$ 153,411.85
<b>2018-2019 Fiscal Year</b>	<b>\$ 1,022,745.66</b>	<b>\$ 153,411.85</b>
6/30/2020	\$ 5,094,068.88	\$ 764,110.33
<b>2019-2020 Fiscal Year</b>	<b>\$ 5,094,068.88</b>	<b>\$ 764,110.33</b>
6/30/2021	\$ 4,802,389.93	\$ 720,358.49
<b>2019-2020 Fiscal Year</b>	<b>\$ 4,802,389.93</b>	<b>\$ 720,358.49</b>
7/31/2021	\$ 389,341.27	\$ 58,401.19
8/31/2021		\$ -
9/30/2021		\$ -
10/31/2021		\$ -
11/30/2021		\$ -
12/31/2021		\$ -
1/31/2022		\$ -
2/28/2022		\$ -
3/31/2022		\$ -
4/30/2022		\$ -
5/31/2022		\$ -
6/30/2022		\$ -
<b>2021-2022 Fiscal Year</b>	<b>\$ 389,341.27</b>	<b>\$ 58,401.19</b>
<b>Overall Total</b>	<b>\$ 11,308,545.74</b>	<b>\$ 1,696,281.86</b>

**Missouri 911 Service Board**  
**Payroll Summary**  
**July 2021**

	Brian W Maydwell		TOTAL	
	Jul 21	Jan - Jul 21	Jul 21	Jan - Jul 21
<b>Employee Wages, Taxes and Adjustments</b>				
<b>Gross Pay</b>				
Salary	8,500.00	63,750.00	8,500.00	63,750.00
<b>Total Gross Pay</b>	8,500.00	63,750.00	8,500.00	63,750.00
<b>Adjusted Gross Pay</b>	8,500.00	63,750.00	8,500.00	63,750.00
<b>Taxes Withheld</b>				
Federal Withholding	-892.00	-6,690.00	-892.00	-6,690.00
Medicare Employee	-123.25	-924.38	-123.25	-924.38
Social Security Employee	-527.00	-3,952.50	-527.00	-3,952.50
MO - Withholding	-494.00	-3,705.00	-494.00	-3,705.00
Medicare Employee Addl Tax	0.00	0.00	0.00	0.00
<b>Total Taxes Withheld</b>	-2,036.25	-15,271.88	-2,036.25	-15,271.88
<b>Additions to Net Pay</b>				
Cell Phone Reimbursement	92.30	92.30	92.30	92.30
<b>Total Additions to Net Pay</b>	92.30	92.30	92.30	92.30
<b>Net Pay</b>	<b>6,556.05</b>	<b>48,570.42</b>	<b>6,556.05</b>	<b>48,570.42</b>
<b>Employer Taxes and Contributions</b>				
Federal Unemployment	0.00	42.00	0.00	42.00
Medicare Company	123.25	924.38	123.25	924.38
Social Security Company	527.00	3,952.50	527.00	3,952.50
MO - Unemployment	0.00	110.00	0.00	110.00
<b>Total Employer Taxes and Contributions</b>	<b>650.25</b>	<b>5,028.88</b>	<b>650.25</b>	<b>5,028.88</b>

**Missouri 911 Service Board**  
**A/P Aging Summary**  
 As of July 31, 2021

*County Payables*

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Adair County	650.26	0.01	0.00	0.00	0.00	650.27
Andrew County	282.87	0.00	0.00	0.00	0.00	282.87
Atchison County	99.97	26.79	0.00	0.00	-26.79	99.97
Audrain County	253.02	0.00	0.00	0.00	-0.01	253.01
Barry County	378.00	0.02	0.00	0.00	0.00	378.02
Barton County	735.36	0.00	0.00	0.00	-0.01	735.35
Bates County	1,093.14	0.00	0.00	0.00	0.00	1,093.14
Benton County	1,221.33	-0.03	0.00	0.00	0.00	1,221.30
Bollinger County	709.41	-0.01	0.00	0.00	0.00	709.40
Boone County	4,314.13	0.00	0.00	0.00	0.00	4,314.13
Buchanan County	2,868.84	0.00	0.00	0.00	0.00	2,868.84
Butler County	2,640.11	0.02	0.00	0.00	0.00	2,640.13
Caldwell County	697.59	-0.01	0.00	0.00	0.00	697.58
Callaway County	1,394.85	-0.01	0.00	0.00	0.00	1,394.84
Camden County	2,119.23	-0.03	0.00	0.00	0.00	2,119.20
Cape Girardeau County	3,069.29	0.02	0.00	0.00	0.00	3,069.31
Carroll County	88.53	0.07	0.00	0.00	0.00	88.60
Carter County	239.62	0.04	0.00	0.00	0.00	239.66
Cass County	689.80	0.00	0.00	0.00	0.00	689.80
Cedar County	1,171.58	0.04	0.00	0.00	0.00	1,171.62
Chariton County	690.17	0.00	0.00	0.00	0.00	690.17
Christian County	767.53	0.03	0.00	0.00	0.00	767.56
Clark County	71.09	0.02	0.00	0.00	0.00	71.11
Clay County	4,167.11	-0.01	0.00	0.00	0.00	4,167.10
Clinton County	425.72	-0.02	0.00	0.00	0.00	425.70
Cole County	1,740.14	0.03	0.00	0.00	0.00	1,740.17
Cooper County	776.42	0.02	0.00	0.00	0.00	776.44
Crawford County	1,136.73	-1.01	0.00	0.00	0.00	1,135.72
Dade County	111.37	-0.01	0.00	0.00	0.00	111.36
Dallas County	172.87	-0.01	0.00	0.00	0.00	172.86
Daviess County	42.87	74.31	44.22	43.07	473.76	678.23
Dekalb County	517.33	0.00	0.00	0.00	0.00	517.33
Dent County	881.90	-0.03	0.00	0.00	0.00	881.87
Douglas County	1,236.05	-0.01	0.00	0.00	0.00	1,236.04
Dunklin County	1,821.66	0.01	0.00	0.00	0.00	1,821.67
Franklin County	3,810.28	0.02	0.00	0.00	0.00	3,810.30
Gasconade County	609.25	0.00	0.00	0.00	0.00	609.25
Gentry County	161.54	0.01	0.00	0.00	0.00	161.55
Greene County	11,856.91	-0.01	0.00	0.00	0.00	11,856.90
Grundy County	531.65	-0.02	0.00	0.00	0.00	531.63
Harrison County	491.30	0.01	0.00	0.00	0.00	491.31
Henry County	328.95	0.00	0.00	0.00	0.00	328.95
Hickory County	692.94	0.01	0.00	0.00	0.00	692.95
Holt County	74.02	0.00	0.00	0.00	0.00	74.02
Howard County	328.34	-0.02	0.00	0.00	0.00	328.32
Howell County	382.54	0.00	0.00	0.00	0.00	382.54
Iron County	433.10	0.01	0.00	0.00	0.00	433.11
Jackson County	18,500.41	-0.02	0.00	0.00	0.00	18,500.39
Jasper County	4,893.23	0.01	0.00	0.00	0.00	4,893.24
Jefferson County	2,222.32	0.02	0.00	0.00	0.00	2,222.34
Johnson County	260.73	-0.01	0.00	0.00	0.00	260.72
Knox County	40.74	-0.02	0.00	0.00	0.00	40.72
Laclede County	2,255.86	-0.02	0.00	0.00	0.00	2,255.84
Lafayette County	1,154.75	-0.02	0.00	0.00	0.00	1,154.73
Lawrence County	3,201.09	-0.02	0.00	0.00	0.00	3,201.07
Lewis County	259.64	0.00	0.00	0.00	0.00	259.64
Lincoln County	1,259.23	0.03	0.00	0.00	0.00	1,259.26
Linn County	276.38	0.00	0.00	0.00	0.00	276.38
Livingston County	888.43	-0.03	0.00	0.00	0.00	888.40
Macon County	322.56	0.00	0.00	0.00	0.00	322.56
Madison County	652.92	0.02	0.00	0.00	0.00	652.94
Maries County	234.84	0.01	0.00	0.00	0.00	234.85
Marion County	708.25	0.03	0.00	0.00	0.00	708.28
McDonald County	241.71	0.00	0.00	0.00	0.00	241.71
Mercer County	143.94	-0.01	0.00	0.00	0.00	143.93
Miller County	1,116.95	0.02	0.00	0.00	0.00	1,116.97

**Missouri 911 Service Board**  
**A/P Aging Summary**  
 As of July 31, 2021

	Current	1 - 30	31 - 60	61 - 90	> 90	TOTAL
Mississippi County	443.20	0.01	0.00	0.00	0.00	443.21
Moniteau County	499.54	0.00	0.00	0.00	0.00	499.54
Monroe County	81.56	-0.02	0.00	0.00	0.00	81.54
Montgomery County	480.95	-0.01	0.00	0.00	0.00	480.94
Morgan County	926.56	0.02	0.00	0.00	0.00	926.58
New Madrid County	1,461.72	0.01	0.00	0.00	0.00	1,461.73
Newton County	4,222.45	0.01	0.00	0.00	-0.01	4,222.45
Nodaway County	335.58	0.00	0.00	0.00	-0.02	335.56
Oregon County	506.97	0.00	0.00	0.00	-0.02	506.95
Osage County	36.32	0.01	0.00	0.00	0.00	36.33
Ozark County	711.26	0.00	0.00	0.00	0.00	711.26
Pemiscot County	795.58	0.01	0.00	0.00	0.00	795.59
Perry County	908.02	0.00	0.00	0.00	-0.01	908.01
Pettis County	2,099.26	0.00	0.00	0.00	-0.01	2,099.25
Phelps County	1,743.12	0.01	0.00	0.00	-0.03	1,743.10
Pike County	780.04	0.01	0.00	0.00	0.00	780.05
Polk County	2,300.32	-0.04	0.00	0.00	0.00	2,300.28
Pulaski County	1,532.35	-0.02	0.00	0.00	0.00	1,532.33
Putnam County	132.09	0.00	0.00	0.00	0.00	132.09
Ralls County	303.94	-0.01	0.00	0.00	0.00	303.93
Randolf County	484.70	0.00	0.00	0.00	-0.01	484.69
Ray County	1,500.98	0.01	0.00	0.00	0.00	1,500.99
Reynolds County	219.88	0.00	0.00	0.00	-0.02	219.86
Ripley County	665.76	0.02	0.00	0.00	0.00	665.78
Saline County	176.11	0.02	0.00	0.00	0.00	176.13
Schuyler County	70.92	-0.03	0.00	0.00	0.00	70.89
Scotland County	74.39	0.00	0.00	0.00	-0.02	74.37
Scott County	776.27	0.00	0.00	0.00	0.00	776.27
Shannon County	237.85	0.01	0.00	0.00	0.00	237.86
Shelby County	30.00	0.03	0.00	0.00	0.00	30.03
Sikeston (City of)	335.02	0.00	0.00	0.00	0.00	335.02
St. Charles County	8,150.17	0.00	0.00	0.00	0.00	8,150.17
St. Clair County	647.81	0.00	0.00	0.00	0.00	647.81
St. Francois County	2,535.68	0.02	0.00	0.00	0.00	2,535.70
St. Louis City	11,071.19	0.00	0.00	0.00	0.00	11,071.19
St. Louis County	21,262.68	0.00	0.00	0.00	0.00	21,262.68
Ste. Genevieve County	466.95	0.02	0.00	0.00	0.00	466.97
Stoddard County	1,922.58	0.00	0.00	0.00	-0.01	1,922.57
Stone County	258.71	0.01	0.00	0.00	0.00	258.72
Sullivan County	77.09	0.02	0.00	0.00	0.00	77.11
Taney County	3,113.80	0.00	0.00	0.00	-0.01	3,113.79
Texas County	1,546.86	-0.02	0.00	0.00	-0.01	1,546.83
Vernon County	1,822.13	0.02	0.00	0.00	0.00	1,822.15
Warren County	498.75	0.01	0.00	0.00	0.00	498.76
Warrenton	79.86	0.00	0.00	0.00	0.00	79.86
Washington County	1,039.78	0.03	0.00	0.00	0.00	1,039.81
Wayne County	635.62	0.03	0.00	0.00	0.00	635.65
Webster County	278.11	0.00	0.00	0.00	-0.02	278.09
Worth County	45.74	-0.04	0.00	0.00	0.00	45.70
Wright County	249.91	-1.03	0.00	0.00	0.00	248.88
<b>TOTAL</b>	<b>178,186.82</b>	<b>99.36</b>	<b>44.22</b>	<b>43.07</b>	<b>446.75</b>	<b>178,820.22</b>

**Missouri 911 Service Board**  
**A/P Aging Summary**  
As of July 31, 2021

*General Payables*

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	<u>Current</u>	<u>1 - 30</u>	<u>31 - 60</u>	<u>61 - 90</u>	<u>&gt; 90</u>	<u>TOTAL</u>
C2C Association Management Solutions	14,312.33	0.00	0.00	0.00	0.00	14,312.33
GeoComm	22,940.00	0.00	0.00	0.00	0.00	22,940.00
Mission Critical Partners	7,477.38	0.00	0.00	0.00	0.00	7,477.38
<b>TOTAL</b>	<b><u>44,729.71</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>0.00</u></b>	<b><u>44,729.71</u></b>

## Air Ambulance Committee

### The Problem:

Many jurisdictions, especially in western Missouri and most particularly, those that have not-for-profit air ambulance service are not experiencing response issues. There is transparency concerning where the responding units are actually located and what response times will be.

Other areas of Missouri, especially in eastern Missouri and often those that have proprietary or for-profit air ambulance services are experiencing difficulty with actual location and true estimated arrival times and failure to use significantly closer responders from competing services.

Some PSAP's are relying on air ambulance response from proprietary communication centers that are not even located in Missouri and, at times, have been inaccurate with regard to response times. Other PSAP's have taken responsibility for selecting the closest air ambulance, but even they must rely on ETA information supplied by the air ambulance services themselves.

Finally, an additional issue concerns the appropriateness of air transport (vs. ground) and in one case, the ground EMS personnel demanding a particular proprietary air ambulance be called by dispatch when an equally qualified air ambulance, but operated by a competing service, is substantially nearer to the scene.

There exist in some areas protocols for a "reflex" call by 911 for an air ambulance, even before any first responder is on the scene to assess and confirm the need. It is unclear who has the financial responsibility for such a transport, when it is subsequently determined that air transport was not only not necessary but inappropriate. An Early Launch Protocol has been developed by the Air Ambulance Subcommittee of the State Advisory Council on Emergency Services (copy attached) as a standard and this protocol should be followed.

This last issue of medical necessity was not addressed by our committee because it was felt that it is best addressed by a group that includes ER physicians, trauma surgeons, organized medicine and hospital groups and insurance industry. A starting point may be the Air Ambulance Utilization guideline developed by the Air Ambulance Subcommittee of the State Advisory Council on Emergency Services (copy attached).

### **With Regard to the Response Problem Outlined Above:**

We are suggesting additional research to include:

1- Other state models for air ambulance response standards. Although the Airline Deregulation Act (ADA 1978) says states can't regulate rates, routes or services of airlines, some Air ambulance services have cited this federal law as a reason (apparently confirmed by a court decision) why they are not subject to any formal state standard, best practices and industry guidelines notwithstanding. They are, however, subject to state requirements for patient care, including medical equipment and crew training.

2-Apps (from the FAA) or other technologies that show the location of air ambulances available for dispatching- this begs the question regarding how to relieve the local PSAP's from the time burden that results when multiple services need to be contacted to determine who is closest to the scene; this can occur while the PSAP dispatchers are being inundated with additional (duplicate) 911 calls regarding the incident, as they are simultaneously dispatching fire, EMS ground and LE, and also giving medical instructions to on-scene reporters while also assisting primary emergency responders with directions to the scene and cautions regarding conditions at the scene (often that are evolving)- e.g spilled fluids, entrapment, downed power lines, spilled toxins, fire, etc. etc.

One such app is Launch LifeFlightEagle (a western Missouri air ambulance service) that allows PSAPs and EMS real time location of LFE once launched. Tracking is available from launch until arrival at a hospital. Training is provided by LFE. It is unknown if other air ambulance services have such an app available.

It is a huge safety issue when more than one air ambulance service is responding to the same scene, whether requested because of the number of casualties or inadvertently when more than one agency requests air support without the knowledge of others. For this reason, the air ambulance industry should be taking the lead in addressing this issue.

3-Assess how hospitals monitor and determine bed availability in their area and could air ambulance response be incorporate into that process? Missouri Hospital Association in the past has considered using their EMResource for air ambulances, but that was several years ago and was never consummated.

4-Further investigate what determines the differences between hospital operated, private, and not-for-profit air ambulance services and their functional characteristics that relate to accuracy of ETA's?

It may be possible to encourage air ambulance services to report QI metrics to us in a form that could be disseminated to PSAPS. If the State Board were to request such data, it could have a Hawthorn Effect, causing all services to be more diligent just because they are aware that someone is watching.

5-Discuss these issues with the Air Ambulance Subcommittee of the State Advisory Council on Emergency Medical Services and seek their collaboration.

6-Recommend that any PSAP having problems with air ambulance response arrange a face-to-face meeting with the area's air ambulance services, hospital administrations, and emergency medical directors to find common ground for a local solution that fits their particular circumstances. Suggest that Brian could be available as a facilitator at such a meeting if requested

7-The State 911 Service Board should pass a resolution that supports:

The principle that air ambulance response should be from the service that is also the best both from historic performance and reliability (including historic time-to-launch parameters) as well as hospital relationships and community integration with proximity to the scene being a secondary consideration regardless of ownership ( a closer location by a service that historically takes longer to launch, or worse, has a record of inaccurate ETA's could result in a longer delay in arriving at a scene compared to another service that is slightly farther away, for example); that independent 3<sup>rd</sup> party regional air ambulance communication should be a goal, coordinated across a region, and until such time as that exists in Missouri, all air ambulances services should be required to provide accurate, reliable, and timely information to PSAP's regarding the true status and availability of their equipment.



## Air Medical Transport Utilization Guidelines

**Definition:** Air Medical Transport Utilization or Helicopter Emergency Medical Services (HEMS) is a crucial component of a tiered response in an Emergency Medical System for the expeditious initial care and delivery of the critically ill patient to an appropriate health care facility. It should be considered when:

- the patient requires a high level of Advanced Life Support not available by ground transport
- the patient has a significant potential to require a time-critical intervention and an air medical helicopter will deliver the patient to an appropriate facility faster than ground transport
- the patient is located in a geographically isolated area which would make ground transport impossible or greatly delayed
- local EMS resources are exceeded and utilization of such would exhaust ground EMS in that service area. *(adapted from ACEP Board of Directors 2008)*
- Air Medical Transport for trauma patients should be considered if there is a time critical potentially life and/or limb-threatening trauma requiring treatment at a trauma center *(adapted from Air Medical Physicians Assoc 2001).*

An air ambulance should be considered when it will assist the Time Critical Diagnosis patient in arriving at the appropriate facility as early as possible within the time window specific to the disease. EMS Systems, 9-1-1 Services and hospitals are encouraged to activate Helicopter Emergency Medical Services as part of the initial EMS response.

## **Helicopter Early Launch Process Guidelines SAC Air Ambulance Subcommittee**

**Definition:** Helicopter Early Launch Process (HELP) is the request for an air ambulance response prior to EMS arrival on scene.

- I. The Helicopter Early Launch Process should be considered when first response EMS is greater than 20 minutes from the ill or injured patient with the following mechanism or conditions:

(The very young and the very old should be given special consideration)

- A. **Trauma Patient with apparent significant injury** following a mechanism or condition such as:

1. Amputation, Crushed or Mangled Extremity
2. Bleeding, Uncontrolled
3. Drowning/Near Drowning
4. Farming/Industrial/Logging Accidents
5. Head Injury with Decreased Level of Consciousness
6. Motor Vehicle Crash (significant examples: Ejection, Rollover, Fatality in Same Vehicle)
7. Motorcycle or ATV crash
8. Paralysis, new
9. Pedestrian Struck by a Motor Vehicle
10. Penetrating Trauma of Head, Chest, Abdomen or Groin
11. Pregnant Patient

- B. **Burn Patient**

1. Explosive Mechanism with Burns and/or Traumatic Injuries
2. Facial Burns in Closed Space with Difficulty Breathing or Hoarse Voice

- C. **Medical Patient**

1. Anaphylaxis or Severe Allergic Reaction
2. Bleeding, Uncontrolled
3. Chest Pain, Severe Non-Trauma or Suspected STEMI
4. Poisoning/Overdose with Severe Decreased Level of Consciousness
5. Respiratory Distress, Severe
6. Seizure, Continuous
7. Stroke, Suspected: Inability to Talk or Difficulty Speaking or New Paralysis on One Side

II. An air ambulance should be considered when it will assist the Time Critical Diagnosis patient in arriving at the appropriate facility during the time window specific to the disease.

**Note: These guidelines were developed by the Air Ambulance Subcommittee to be used by agencies that incorporate early launch into their guidelines/protocols.**



## Appropriate Air Medical Services Utilization and Recommendations for Integration of Air Medical Services Resources into the EMS System of Care: A Joint Position Statement and Resource Document of NAEMSP, ACEP, and AMPA

John W. Lyng, Sabina Braithwaite, Heidi Abraham, Christine M. Brent, David A. Meurer, Alexander Torres, Peter V. Bui, Douglas J. Floccare, Andrew N. Hogan, Justin Fairless & Ashley Larrimore

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# Appropriate Air Medical Services Utilization and Recommendations for Integration of Air Medical Services Resources into the EMS System of Care: A Joint Position Statement and Resource Document of NAEMSP, ACEP, and AMPA.

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## Abstract

Air medical services involves providing medical care in transit while using either fixed wing (airplane) or rotor wing (helicopter) aircraft to move patients between locations. The modern use and availability of air medical services has expanded access to various health system resources, including specialty care. While this is generally beneficial, such

expansion has also contributed to the complexity of health care delivery systems.(1, 2) Since the publication of the 2013 joint position statement *Appropriate and Safe Utilization of Helicopter Emergency Medical Services*,(3) research has shown that patient benefit is gained from the clinical care capabilities of air medical services independent of potential time saved when transporting patients.(4-6) Because the evidence basis for utilization of air medical services continues to evolve, NAEMSP, ACEP, and AMPA believe that an update regarding the appropriate utilization of air medical services is warranted, and that such guidance for utilization can be divided into three major categories: clinical considerations, safety considerations, and system integration and quality assurance considerations.

Keywords: EMS, HEMS, helicopter EMS, utilization, Safety

#### Clinical Considerations:

- Air medical services should be used to accomplish one or more of three primary patient-centered goals. All of the statements that follow should be viewed through the lens of these goals:
  1. Initiation or continuation of advanced or specialty care that is not otherwise available locally from hospital or ground EMS resources;
  2. Expedited delivery of the patient to definitive care for time-sensitive interventions; and/or
  3. Extraction, evacuation, and/or rescue from environments that are difficult to access due to geography, weather, remote location, distance, and other factors that limit timely access to a patient or transport by ground EMS.
- If a patient's clinical need for critical care expertise and timely transport to definitive care can be met with ground EMS resources, then ground EMS transport is preferred to air transport transport in most circumstances.
- For some non-emergent patients, air medical services resources, usually via fixed wing aircraft with one or more accompanying medical attendants, may be used to repatriate a patient from a distant location to a facility closer to the patient's home in order to access a higher level of care, provide continuity of care from the patient's home health care system, and/or access the patient's local family, social, and medical support community.

#### Risk Identification and Safety Considerations:

- For every flight, the level of risk to patient and crew must be carefully weighed against the reasonably anticipated degree of medical benefit to the patient.(7, 8)
- Auto-ready and auto-launch practices intended to increase on-scene access to air medical resources for ill or injured patients can provide medical benefit but can also result in over-use.(9-11) Such practices must be subject to rigorous and continuous quality assurance review.
- Ground EMS clinicians on scene should be empowered and encouraged to cancel air medical services response if/when it is determined that continuing that response would:
  - Place the air crew and aircraft at undue risk
  - Place ground crews at undue risk
  - Not align with at least one of the three primary patient-centered goals of air medical transport
- To enhance safety during multi-agency emergency responses, communication between air medical services and ground EMS and between multiple responding air resources should be routinely coordinated, ideally through centralized communication centers.
- For safety reasons, requesting entities should not engage in helicopter shopping. Helicopter shopping is the practice of making calls to multiple air medical services

agencies to attempt to secure air transport after an initial service has declined a flight due to safety concerns (12). Similarly, air medical services agencies should not engage in reverse helicopter shopping by seeking out and offering to perform transport missions that have been declined by one or more other services due to safety considerations.

#### System Integration and Quality Assurance Considerations:

- Requests for air medical services should first align with the three primary goals of utilization, followed by locally established specific indications, and then considered against locally applicable ground EMS and air medical services resource limitations.
- To encourage consistent, informed air medical services utilization decisions, we recommend requests be routed through centralized coordinating centers with access to and oversight by EMS physicians familiar with air medical services care.(13)
  - Ideally, physicians providing oversight of air medical services should meet the requirements set forth in the joint position statement *Physician Oversight of Air-based EMS*.(14)
  - Physicians providing clinical oversight of air medical services should collaborate with both out-of-hospital and hospital-based stakeholders to establish specific indications for and limitations to utilization that align with local and regional system and patient needs.
  - These utilization criteria should be widely promulgated to all stakeholders, undergo regular review for adherence, receive periodic updates, and address both scene and interfacility transport.
- Air medical services transport destination determination decisions should be based on specific guidelines established by air medical services and hospital stakeholders to ensure medically appropriate distribution of patients to specialty care, including trauma, stroke, cardiac, pediatric, obstetric, and other specialty care hospitals. The effects of insurance-based networks of care must be considered so as to avoid unnecessary increased costs of care to the patient.
- Except in situations where patients are in extremely remote locations far from definitive care, air medical services should not be used solely to allow ground EMS to remain in their primary service area.
- Air medical services clinicians in the field, supported by concurrent consultation with physician oversight, should be empowered to redirect patient transport to ground EMS when air medical transport does not meet at least one of the three primary goals of air transport, independent of financial consequences to the air medical services agency.
- Air medical services is an important resource that can be used in disaster and mass casualty incidents as part of an integrated community approach.
  - Air medical services agencies should be involved in preparedness planning and exercises as part of a multi-disciplinary emergency and disaster preparedness and response plan.
  - Air medical services clinicians should be encouraged to collaborate with and/or participate in local, regional, and national disaster response and support teams.

This position statement and resource document highlight the purpose of air medical services and provide guidance regarding its appropriate and safe use for patient care, its integration into the health care system, and the importance of making evidence-guided utilization decisions.

## Introduction

Air medical services, encompassing both helicopters (HEMS) and fixed-wing aircraft, must be utilized in a clinically effective, safe, and fiscally responsible manner. Such utilization includes selecting patients who are most likely to benefit while also taking steps to ensure the air medical services mission does not place patients and air crewmembers at undue risk for injury or death. Fiscally responsible utilization helps to ensure the most clinically appropriate and least costly transport resources (ground versus air) are used to meet the patient's clinical needs.

### **Patient Benefit from Appropriate Use of Air Medical Services**

The decision to use any form of medical transport first requires consideration of the clinical needs of the patient and the ability of available medical resources to meet those needs both before and during transport. Patients may derive benefit from air medical services when one or more of three primary patient-centered needs are identified and met:

1. initiation or continuation of advanced or specialty care and expertise that is not otherwise available locally from hospital or ground EMS resources;
2. expedited delivery of the patient to definitive care for time-sensitive interventions; and/or
3. extraction, evacuation, and/or rescue from environments that are difficult to access due to geography, weather, remote location, distance, and other factors that limit timely access to a patient or transport by ground EMS.

Additionally, for some non-emergent patients, air medical services resources, usually via fixed-wing aircraft with one or more accompanying medical attendants, may be used to repatriate a patient from a distant location to a facility closer to the patient's home in order to access a higher level of care, provide continuity of care from the patient's home health care system, and/or to access the patient's local family, social, and medical support community.

### **SECTION 1: CLINICAL, TEMPORAL, AND GEOGRAPHIC CONSIDERATIONS**

For any given patient, the clinical experience and expertise of the individual hospital-based or field personnel making an air medical services utilization decision may vary significantly. Objective data should be used whenever possible to guide utilization decisions, including use of diagnostic information such as vital signs or 12-lead EKGs, as well as decision support tools such as validated risk assessment or patient acuity scores calculated from information that is readily available to the requesting personnel. (15-17)

Unfortunately, utilization decisions are often encumbered by lack of immediate access to diagnostic tools and information that could otherwise help discriminate between patients who would benefit from and those who would not benefit from either air-delivered care in transit or earlier access to definitive hospital-based interventions. Instead, decisions to use air medical services are often driven by subjective perceptions of potential unknowns rather than by what limited objective data are known. Absent specific objective parameters on which to judge benefit and risk, perceptions of the potential "worst case scenario" can drive decision making. Though at least one scoring system for air medical services utilization has been validated based on straightforward prehospital criteria, there is clearly a need for development and adoption of other objective decision support tools to support utilization decisions. (17-20)

Several research limitations have restricted the volume of literature available to guide appropriate utilization decisions made by both hospital and EMS clinicians. Performance of randomized clinical trials comparing air to ground EMS care and transport is limited by the ethical challenges of randomizing patients with known time-sensitive conditions to study arms that could potentially delay delivery to definitive treatment. Secondly, methodology that focuses primarily on the type of transport vehicle used (ground versus air) or the speed of transport fails to recognize the effects of

the type and scope of clinical care provided in transit. Furthermore, significant heterogeneity exists across air and ground medical crew staffing models, ranging from single clinicians to multiple medical crewmembers with credentials ranging from the EMT to physician. Crews may also include other specialized clinicians such as perfusionists or respiratory therapists. This varied staffing and the heterogeneity of the resultant clinical care makes it difficult to aggregate or extrapolate study results across specific air medical services agencies or systems of care and may also explain why studies that have compared air to ground EMS transport have provided mixed and even contradictory results.(21-34) Despite these limitations, there is evidence in the literature demonstrating the benefits of air-based care for specific patient populations as described below.

### ***Trauma Emergencies***

Use of rotor-wing/helicopter air medical services (HEMS) responding directly to the scene for patients with traumatic injuries represents the area with the largest body of supporting evidence in the civilian setting. As far back as 1983, Baxt and Moody showed decreased trauma mortality in patients transported directly from a trauma scene by a single HEMS service staffed with specially trained EMS clinicians when compared to ground transport. (35) The authors further validated their findings by applying their study methodology on an even broader scale to seven independent air medical services operating in several regions throughout the United States with a variety of crew configurations. Each of these services were found to achieve reductions in predicted mortality when providing care of trauma patients from the scene. (36)

Some of the benefit of air-based care for trauma patients may be dependent on geography and distance from definitive care. Numerous studies have demonstrated that air medical services improves survival in suburban and rural settings when compared to ground transport for various trauma patient populations.(19-24, 37-40) However, the same benefit has not been consistently conferred in direct-to-scene air response in urban settings.(25, 26, 41) One retrospective study identified a potential survival benefit for urban penetrating trauma patients when HEMS was used in direct-to-scene response. It is unclear whether the benefit is attributable to delivery of a specialized EMS physician to the scene, care provided in transit, or faster delivery to definitive care than ground EMS. (27)

Earlier studies showed improved survival benefit when air medical services is used for interfacility transfer of trauma patients from hospitals with limited diagnostic, interventional, and critical care resources to designated regional trauma centers,(28, 29), while more recent studies are equivocal with regard to benefit from air medical services in interfacility transfer.(42, 43) These patients are at least perceived by the transferring clinicians to potentially benefit from specialized testing or time-sensitive interventions that are not available at the transferring facility, advanced care in transit that is not available from local ground EMS resources, or perceived shorter interfacility transfer times. It is important to distinguish here that the level and quality of care delivered to trauma patients during transfer may be more important than speed. A large multicenter study of isolated severe traumatic brain injury patients transported by helicopter showed improved survival despite longer transport time. This finding suggests that patients in this population primarily receive greater benefit from the earlier initiation of critical care interventions by air medical services clinicians, rather than from the shorter transport times potentially achieved by air (44).

Several studies have attempted to identify objective criteria on which to base use of air medical services for trauma patients. A multidisciplinary panel of experts in trauma, EMS, and evidence-based guideline development created recommendations for the selection of prehospital trauma patients who would most likely benefit from air versus ground transport. (45) The panel recommended that triage criteria for all trauma patients include anatomic, physiologic, and situational components to risk-stratify injury severity and guide decisions as to transport modality and destination. More recently, several physiologic criteria have been shown to be predictive of



higher odds of mortality and/or need for emergent hospital-based interventions in trauma patients transported by helicopter.(17, 46, 47) The Air Medical Prehospital Triage Criteria (AMPT) Score development and validation studies found that patients with two or more of the following physiologic and anatomic criteria benefit from HEMS transport: GCS <14, respiratory rate <10 or >29, flail chest, hemo/pneumothorax, paralysis, and multisystem trauma.(48-50) Interestingly, these patients had increased survival regardless of whether air transport actually shortened time to a trauma center, once again suggesting that the critical care assessment and management provided in transit may play a more important role than the type of vehicle used to transport the patient or the actual duration of the transport interval of patient care.(18) Other prehospital scoring systems have been proposed that can guide decision-making.(51, 52)

### ***Medical Emergencies***

Decisions to use air medical services to care for patients with specific medical conditions are supported by varying levels of evidence.

#### *Cardiovascular Emergencies*

ST-segment myocardial infarction (STEMI) has a well-established relationship between time to intervention and improved patient outcomes.(53) Bypass of non-interventional facilities and/or long distance interfacility transfer of patients for percutaneous coronary intervention (PCI) has shown benefit over locally administered fibrinolytic agents when first medical contact to balloon time is less than 90 minutes.(54, 55) In addition, in rural areas air medical services may be also able to provide more advanced cardiac monitoring and interventions during transport than local ground EMS can provide. Several studies have shown mixed results when evaluating whether HEMS transport, either from a scene or for interfacility transfer, can help achieve the goal of performing PCI within 90 minutes of first medical contact compared to ground EMS transport. (56-60) In general terms, air transport can help achieve shorter first medical contact to device times compared to ground transport for transport distances greater than 30 mi (50 km). However, for transport distance less than 30 mi (50 km), time to intervention is longer for air-transported STEMI patients compared to ground.(61) While achieving faster time to definitive intervention appears desirable, it is important to specify that based on current evidence, total ischemic time less than 120 minutes provides maximum patient benefit,(62, 63) and thus to be clinically meaningful, the decision on use of mode of transport should focus on achieving this target. When either air or ground EMS can achieve a total ischemic time less than 120 minutes, utilization decisions can be guided by evidence that the risk of 1-year mortality from STEMI is increased by 7.5% for each 30-minute delay to device.(63, 64) This suggests that if air transport can decrease patient time to device by at least 30 minutes, STEMI patients may enjoy an enhanced survival benefit, though no studies have directly evaluated this premise. Currently, no specific literature exists assessing change in STEMI patient outcome when the difference between air and ground first medical contact to device times is less than 30 minutes.

In addition to PCI, other cardiac care interventions such as intra-aortic balloon pumps, ventricular assist devices, extracorporeal cardiopulmonary resuscitation, extracorporeal membrane oxygenation, and post-cardiac arrest care are becoming regionalized. Air medical services may help expand access to these interventions via transport of specialty teams and equipment to the patient, providing interfacility transport care of patients being supported by these devices, or expediting access to these interventions from the field, but whether it confers an outcome benefit is currently unknown.

A specific subset of patients that are sometimes considered candidates for air medical services are those in cardiac arrest. Air scene response for cardiac arrest should typically be rare; however, use of air medical services for transport of cardiac arrest patients with return of

spontaneous circulation may improve outcomes and should be considered for primary cardiac events.(65) Historically in-flight care of patients in cardiac arrest has proven difficult, and the inability to provide effective high-quality manual chest compressions in flight has been demonstrated by several studies.(66-71) Not only do in-flight manual chest compressions generate inadequate perfusion, but unrestrained crew members performing manual chest compressions in flight pose a significant safety risk. However, demonstrated feasibility of mechanical chest compression devices in the air medical services environment, with associated higher rates of return of spontaneous circulation, lower no-flow-fractions, and improved mental performance of crew members when compared to manual chest compressions is shifting the reluctance to transport selected patients in cardiac arrest by air. (72, 73) Additional study is necessary to determine whether care of cardiac arrest patients with in-flight use of mechanical CPR affects survival and functional outcomes. (72, 73) Regardless of availability of more effective in-flight CPR strategies, the need for prudent application of guidelines for withholding or terminating resuscitation, such as those developed by NAEMSP and other specialty groups, remains essential.(74-76)

### *Neurologic Emergencies*

Acute stroke syndromes are common reasons for transport of patients by both ground and air EMS, and regionalization of stroke care is increasingly prevalent. Similar to STEMI, limiting ischemic time improves outcomes for stroke, yet optimal strategies for both achieving this goal and the timeline to do so continue to evolve.

Unlike STEMI patients who can be differentiated from those with other conditions in the field using objective tools available to EMS clinicians, such as 12-lead EKG, there are significant limitations to the ability of EMS clinicians to differentiate patients with acute neurologic deficits between stroke and non-stroke conditions, to differentiate large vessel occlusion (LVO) strokes from other strokes, and to differentiate ischemic from hemorrhagic strokes.(77, 78) Prehospital stroke patients differ significantly from those encountered in the interfacility setting, mainly in that interfacility patients have undergone evaluation and diagnostic differentiation at a hospital and are being transferred for specialty care.(79) These differences represent significant informational gaps that affect not only rates of air medical services use but also the ability to compare outcome measures across prehospital and interfacility patient groups.

Historically, stroke systems of care promoted the “drip and ship” approach of routing suspected stroke patients from the field to the nearest hospital capable of performing computed tomography imaging and identifying ischemic strokes, followed by initiation of systemic thrombolytic infusions and then transfer to tertiary hospitals for neurologic specialty care. While Chalela et al. were able to show that air medical services could safely transport acute stroke patients receiving thrombolytic agents, a later study by Olson et al. subsequently raised the question of whether air medical services provided any significant benefit to these patients as they stated: “Air transfer of patients with acute ischemic stroke treated with thrombolysis does not seem to impart any benefit to patient outcomes when compared with ground transport.” (80, 81) More specifically, considering the time-sensitive intervention, initiation of systemic thrombolysis, had already been started prior to air transport, Olson questioned whether these patients received any benefit of transport by air when being transferred to tertiary care as there was no longer a time-sensitive nature. Further, they noted there was no difference between transport groups with respect to rate of complications, time to procedures, length of ICU stay and hospitalization, modified Rankin Score at discharge, and 24 hour and 30 day mortality. However, the Olson study did not take into consideration that air medical services might still be necessary to either provide a higher level of care than ground EMS during interfacility transport, including continued infusion of thrombolytic medications or management of life-threatening complications of systemic thrombolytics, or that air transport might help limit out of hospital time in these critically ill patients. Further, activation-to-destination times for ground and air transport in this study were on average within 15 minutes of each other, which limits the ability to

extrapolate the study findings if the difference between ground and air transport exceeds 15 minutes. It is also important to note that the Olson study was published in 2012, prior to the introduction of today's advanced endovascular stroke therapies, and thus fails to account for potentially important time-sensitive gains that air medical services might achieve when transporting patients who are candidates for such therapies.

More recently, patients experiencing LVO strokes have been shown to benefit from rapid access to invasive neuro/endovascular interventions (with or without thrombolysis) over use of systemic thrombolysis alone.(82-84) Similar to the evolution of STEMI care over time, the care of LVO stroke is transitioning from the current "drip and ship" strategy to an approach in which the ground EMS team providing 9-1-1 response considers bypass of local hospitals that lack interventional therapies in favor of direct transport to primary and comprehensive stroke centers capable of performing endovascular therapies, even if transport time is extended 60 minutes or more.(85, 86) A recent evaluation of seven different LVO prediction algorithms in use in the EMS setting showed wide variability in sensitivity (38-62%) and specificity (80-93%), high negative predictive values (95-96%), but poor positive predictive values (21-32%), with no specific algorithm outperforming the others across all of the measures of predictive value that the study evaluated.(87) Further, the best performing algorithm (RACE, PPV 32%) unfortunately also had the lowest prehospital feasibility score (78%). Additionally, even applying the best-performing EMS LVO prediction algorithm to advise bypass of patients directly to comprehensive stroke centers would have resulted in significant rates of overtriage in this study.(88) The lack of existing easy to use prehospital diagnostic tools or screening algorithms with sufficient sensitivity and specificity to effectively differentiate likely LVO from non-LVO ischemic strokes or hemorrhagic strokes remains a weak point in stroke hospital bypass strategies.(87, 89, 90) Until such differentiation can be achieved in the field as reliably and easily as identification of STEMI, and with a similar level of precision and accuracy, the effect of using air over ground EMS to expedite transport of suspected LVO stroke patients directly from the scene to interventional stroke centers will remain unclear. Use of prehospital EEG to provide this level of differentiation is currently being investigated.(91-94)

While overall the use of air medical services for stroke has been shown to be cost-effective when examined per quality adjusted life year, more study is needed to better describe the specific subtypes of suspected stroke patients who are most appropriate for aircraft-based care and transport (either from the scene or interfacility).(79, 83, 95) Currently, unless a stroke patient requires more advanced care in transit than ground EMS can provide, or unless a stroke patient has a definitive time-sensitive intervenable LVO, it is unclear which additional stroke patients might benefit from air medical services. In summary, further research is needed to help inform how air medical services should be incorporated into regional stroke destination protocols.

### ***Obstetric and Neonatal Emergencies***

High risk obstetric and neonatal patients often require fetal monitoring and other interventions during transport that exceed the equipment and critical care capabilities of local ground EMS resources, which suggests a potential justification for use of air medical services for these patients. However, there is a paucity of research focused on appropriate patient selection and effects of air medical services utilization on patient outcomes for both the maternal and neonatal populations. (96-98)

In general, transfer of a gravid patient with a viable fetus is preferable to transferring the mother and neonate after delivery, as prenatal transfer generally results in better infant outcomes. (99-103) In high-risk obstetric patients, however, this preference must be balanced against the significant challenges inherent in potential in-flight delivery of a newborn. For selected cases, it may be appropriate to use air medical services to deliver a specialty care team to the referring facility to

stabilize the gravid patient and/or to provide care for the newborn and then continue providing care during ground transport, rather than using air medical services to transport the high-risk gravid patient. (104)

Similarly, in the case of critically ill newborns who require transfer, initial stabilization of patients at referring institutions is generally preferable to rapid interfacility transfer of an unstable neonate. (105) Similar to the obstetric patient, air medical services may be used to bring specialty care resources to the patient for pre-transfer stabilization, followed by specialty neonatal care during transport either by ground or air. Scoring tools such as the Transport Risk Index of Physiological Stability (TRIPS) score or the Risk Score for Transport Patients (RSTP) aid in risk-stratifying neonates and may help support decisions on the best mode of patient transport. (106-108)

### ***Other Medical or Surgical Emergencies***

The use of air medical services in other high-acuity or time-sensitive conditions has not been well studied. Examples of such patients include those at risk for airway deterioration (angioedema, epiglottitis, inhalation injury), those with emergent need for medical therapies (hemodialysis, hyperbaric oxygen therapy), those needing emergent surgical intervention either in-hospital (aortic dissections/aneurysms, necrotizing fasciitis, limb reimplantation) or in the field (amputation for entrapment), those requiring other nuanced critical care (complex mechanical ventilation, continuous titration of vasoactive medications), or those requiring interventions that cannot be performed at the referring facility. If appropriate ground-based or local critical care transport resources are not available to provide care for these patients, transport by an air medical services agency with such capabilities may be in the patient's best interest, though there are no organized data on these patient populations.

### ***Transport of Special Resources***

In some cases, the primary clinical benefit to the patient occurs when air medical services is not used to transport a patient, but instead is used to transport special medical resources such as personnel, equipment, blood, medications, or organs to the scene or hospital. This might include delivery of supplies in a large mass casualty incident or disaster, delivery of specialized physicians/teams to perform field surgical procedures on entrapped patients, or potentially to help coordinate transport of organ procurement and transplant teams. (109, 110) There are no organized studies of these services.

### ***Temporal and Geographic Considerations***

In the absence of specific air medical services clinical care needs, the decision to use air instead of ground EMS may be driven by the perception that air transport will deliver the patient to definitive care more rapidly. Whether air medical services can actually achieve a clinically significantly shorter time to intervention is multifactorial and may be associated with significant financial costs. (111) It is important to recognize that transport by air may require additional time spent on certain time-consuming tasks that may take longer than similar tasks found in the ground transport realm or that are not necessary. These tasks can include differences in the time necessary to prepare to respond, to load and secure patients in the vehicle, to perform preflight safety checks, to depart the scene, to unload the patient, and to transition between the vehicle and the hospital bed. Although air medical services can achieve faster in-transit time than ground EMS for a given distance, these additional air-based time costs can usurp any gains in travel time for air medical services, particularly for shorter transport distances, and especially if ground transport is necessary to move the patient between the scene or referring facility and the aircraft, and/or between the aircraft and the receiving hospital.

It is also important to recognize that distance is an indirect measure of time. Construction, severe ground-traffic congestion, or spontaneous events such as riots or civil unrest may also cause sufficient disruption of ground transport routes to justify use of air medical services to transport patients over the disruption to an appropriate hospital. Similarly, ill or injured hikers, hunters, mountain sports enthusiasts, boaters, or campers in remote or geographically inaccessible areas may benefit from use of air medical services for prompt and safe extraction from areas poorly accessible by ground, even if they do not require critical medical interventions. Use of air medical services can also be critical to the movement of patients in developed areas when significant limitations of normal transport infrastructure arise. Such circumstances may include damage to typical ground transport routes caused by natural disasters like hurricanes or floods.

In select cases in Europe, helicopters have been found to reduce transport times by 75% while the costs per transfer, on average, doubled. However, that study did not lead to a consensus on cost versus benefit for HEMS transport. (112) A comparison of air and land ambulances in Ontario showed that transport times for land ambulances were significantly shorter over distances <60 mi (<100 km) and equivalent for distances of 60-150 mi (100 km to 250 km), which reflects the additional fixed task time needed for HEMS transport.(113) Figure 1 provides further conceptual illustration of the relative differences between ground and air EMS over given distances when taking these fixed and variable times into consideration.

Certain rural and frontier locations with very limited medical resources and capabilities are hundreds or thousands of miles from advanced medical care, and air medical services may be the only practical resource to help transport these patients to a higher level of care. (114-116) Though some of these areas are accessible by roads, the transport interval between facilities using ground vehicles may be half a day or more. In these cases, fixed-wing air medical services may be used when transport distances or weather conditions are beyond the capability of HEMS. For this reason, fixed-wing services (either private or commercial) are frequently used for medical repatriation of the sick and injured, providing a range of services from medical escort/attendant to critical care.

## **SECTION 2: RISK IDENTIFICATION AND SAFETY CONSIDERATIONS**

### ***Risk Identification and Mitigation***

The choice to use air medical services should always be driven by the three main patient-centered goals outlined above, and their potential to provide patient-based clinical benefits versus the potential the mission will expose the patient and crew members to certain risks for harm. This risk-benefit assessment must also account for the operational and logistical limitations of available hospital, as well as available air and ground EMS resources. Air medical services may be one potential solution for a given clinical or operational problem, but may not be the best solution. Alternatives, such as local hospital-based care supported by telehealth consultation, provision of care and transfer by non-local ground EMS resources, or ground transport to a nearby non-specialty hospital for interim stabilization, must also be considered. (117) Appreciation of local and regional EMS and hospital capabilities and regional transfer patterns and protocols must all be included in the utilization schema for air medical services. Every air and ground EMS utilization decision must include a risk versus benefit analysis for both the patient and the system from both safety and economic perspectives.(118)

### ***Safety Factors***

The final decision to deploy an air medical resource most importantly demands a favorable safety profile from both an aviation and patient perspective. For a flight to receive a “go” decision, all crew members must agree to the flight without coercion. If at any point the mission has become potentially unsafe, each crewmember should be empowered to request that the mission be aborted.

From an aviation perspective, the safety assessment includes an evaluation of real-time and forecasted weather conditions considered in the context of the capabilities of both the aircraft and the pilot. Inclement weather is one of the main limiting factors for air medical services missions and may include issues with visibility, cloud ceiling, precipitation, wind, and temperature. (119-121) Duty hour restrictions for crews and pilots are also important safety measures that affect air medical services availability for missions. Further, pilots must use accurate patient weight, current and predicted fuel levels, and crew weight to determine the safety profile of the mission. In order to shield pilots from inappropriate pressure to accept a mission, pilots should remain insulated from the clinical nature of the flight request until after they have decided conditions are safe for flight. (122)

In circumstances where weather or other risks prevent a safe air response or transport by air, air medical services crews might coordinate with ground EMS to perform an “air-by-ground” response. In these cases, the air crew responds to the scene or transferring facility either by air or ground vehicle, initiates patient care, and then continues provision of patient care while using a ground vehicle to transport the patient to definitive care safely. These missions may require special collaboration between local air and ground EMS counterparts and should be pre-planned whenever possible.

Even if conditions are favorable for a flight from an aviation perspective, certain patient-based factors may pose a threat to the crew and the safe operation of the aircraft. These may include girth or weight restrictions which restrict the use of appropriate in-flight restraints, or patient intolerance to barometric pressure changes. In addition, patients who are contaminated with certain chemical, radiological, and/or biological hazards, and those who are exhibiting agitated or violent behavior, may also be deemed to be unsafe to fly. (123) In the case of contaminated patients, the personal protective equipment required to protect the air crew may interfere with the safe operation of the aircraft. When a patient exhibits aggressive or agitated behaviors, placing the patient in the confined space of the aircraft in close proximity to the pilot and aircraft controls could result in catastrophe if the behaviors escalate to physical violence in flight. This circumstance creates a potentially conflicting dynamic between the risks and benefits posed to the patient and the flight crew: the added potential medical risk associated with administration of pharmacologic interventions to reduce agitation and/or achieve deep levels of sedation and the potential related need for invasive airway management versus the benefit to the crew and patient of mitigating the risks of injury or death from an aircraft crash that is caused by a physical altercation in flight. In these circumstances, ground transport may be a safer alternative as the patient is more isolated from the vehicle controls and vehicle operator while the vehicle is in motion and because ground vehicles can more rapidly stop compared to executing emergency landing maneuvers of an aircraft. These aspects help lessen the risk of a fatal crash if the patient becomes physically violent in transit. Additionally, while use of sedative medications may still be necessary to effect safe ground transport of potentially or actually violent patients, the ground transport environment may not require use of the deeper levels of sedation needed to effect safe transport in the air environment.

### *Mission Refusals*

It is not uncommon for an air medical services agency to turn down a mission request when any of the aforementioned safety concerns are present, or when the agency does not have the clinical capabilities to care for the patient. Support of such mission “turndown” practices are critical to the safe operation of an air medical services agency and system. However, the entity requesting the mission (a hospital or transferring clinician, for example) likely still needs a transport to occur. An unmet patient transport need may result in two behaviors that can have a significant negative effect on safety by increasing the risk for injury or death of patients and crewmembers if full and transparent communication is not maintained. These behaviors are “helicopter shopping,” and “reverse helicopter shopping.” Each of these behaviors has been noted by the National Transportation Safety Board (NTSB) to be associated with and directly contribute to multiple air

medical services crashes that have resulted in fatal or severely life-altering injuries to crewmembers and patients.(124) Factors that may contribute to both helicopter shopping and reverse helicopter shopping behaviors include the competitive market among air medical services agencies for patient volume, the development of “preferred provider” agreements between hospitals and local air medical services vendors, an air medical services agency/vendor corporate culture that incentivizes air crews to accept flights in order to achieve arbitrary monthly mission quotas, or workplace culture that pressures air crews to accept missions irrespective of the reasons another air agency turned down the mission request.(125)

### *Helicopter Shopping*

“Helicopter shopping” is defined as the practice by a hospital or transferring clinician of making sequential calls to a variety of air medical services agencies while attempting to secure a response that may be limited by weather, distance, or other safety factors, and landing zone availability.(12) If safety factors dictate that one company cannot safely complete a mission, the entity requesting the transport needs to recognize that the same safety considerations will often preclude completion of the mission by another company. It is therefore critical that if an air medical services agency declines a flight, the entity requesting transport and/or the air medical services dispatch coordinating center inform all subsequent air agencies of both the prior turndown and the reasons for the refusal.(126) In some cases, interagency variation in the clinical and aircraft capabilities of competing programs operating in overlapping service areas can result in one agency being able to perform a patient transport safely despite that mission being refused by a prior agency. For example, one agency may be enhanced vision (EV) equipped and/or instrument flight rules (IFR) capable, and thus be able to safely take a night or low-visibility mission that the first, non-EV/non-IFR agency could not. Further, weather conditions that may prevent one air service based at a certain geographic location from accepting a mission may not prevent a different flight service with a base in a different geographic location from safely accepting the mission. In any of these circumstances, requesting entities must supply subsequent agencies with all prior refusal information in order to allow those subsequent programs to fully determine if the mission fits within their capabilities and safety profiles. Otherwise, a program may unknowingly accept an unsafe flight due to lack of awareness of the previous refusals. For this reason, agencies should always inquire about prior refusals and complete a full safety evaluation of every mission prior to acceptance.(118) Multiple position papers on the topic of helicopter shopping have been published by professional organizations within the medical aviation community and generally agree that complete communication of mission safety concerns is vital.(12, 127)

### *Reverse Helicopter Shopping*

Whereas ‘helicopter shopping’ is a requesting entity practice, ‘reverse helicopter shopping’ is a practice of the air medical services program itself.(127) Reverse helicopter shopping occurs when an air agency performs active surveillance for missions turned down by other agencies, and then proactively contacts the requesting entity to offer transport resources as opposed to waiting for the entity to request that program’s response. Reverse helicopter shopping was named as a potential cause in the crash of N191SF in 2019.(125) This practice carries with it many of the same factors as helicopter shopping that increase the risk of the mission: lack of complete knowledge and understanding of the reasons the mission was turned down by another air agency and financial drivers of mission acceptance. In addition, given the requirements of EMTALA to ensure that a transport occurs with “qualified personnel and appropriate equipment”, both reverse helicopter shopping and helicopter shopping may carry liability risks for the referring clinician if a bad outcome results and it is determined that the agency selected was not capable of handling the transport safely. (128)

### *Resultant Policy Changes*

The Commission on Accreditation of Medical Transport Services and the National Accreditation Alliance of Medical Transport Applications, the two primary medical transport accrediting organizations in the United States, both require accredited programs to develop policies that discourage helicopter shopping by EMS agencies and hospitals.(129, 130) These standards call for policy language that specifically addresses how an air medical services program is to interface with other local programs after mission refusals. The Federal Aviation Administration (FAA) has communicated with state EMS directors regarding the problems of both types of shopping and now requires certificate holders to “establish and document and include in their FAA approved preflight risk analysis a procedure for determining whether another helicopter air ambulance operator has refused or rejected a flight request” in order to minimize the communication risks inherent to both helicopter shopping and reverse helicopter shopping.(124)

### *Economic Factors*

In addition to the safety risks present for each particular air medical services mission, existing billing and insurance reimbursement models may introduce significant financial burdens to the patient and should be considered when contemplating air versus ground transport.

The financial cost of air medical services care and transport can be significantly higher than similar care provided via ground EMS.(112, 131) Some of the differences in cost of care delivery can be attributable to higher operating costs for aircraft versus ground vehicles, higher wages for the higher skill level of some clinicians, and lower utilization ratios for air medical services. Another reason for the fee difference in equivalent care between air and ground EMS is that ground EMS billing and reimbursement is restricted by federal programs that limit the amount that can be billed and/or reimbursed for various levels of EMS care and that restrict operational cost recovery to a flat per-loaded-mile rate. In contrast, while clinical portions of billing by air medical services agencies are regulated by the same federal programs, other portions of air billing practices are viewed not as a health care entity but instead as an air-transport entity and as such their operational billing practices enjoy substantial protection from government regulation by the Airline Deregulation Act of 1978. This is one reason there is a substantial variance in the charges/billing practices across independent, hospital-based, and for-profit air medical services agencies.

Several publications have investigated the cost-effectiveness of air medical services for various conditions, including papers by Delgado (trauma), Silbergleit (stroke), Gearhart (trauma), Madiraju (trauma), and Taylor (systematic review). (9, 95, 111, 112, 132) Perhaps as best summarized by Taylor, the cost and effectiveness of air medical services “varies considerably between studies,” are affected by “variations inherent in the health systems in which [AEMS] operate,” and ultimately assessments regarding cost-effectiveness must be made at a local level and must be “tailored to account for local system factors.” (112)

In cases where air medical services utilization provides clear clinical benefit to the patient, especially when viewed through the lens of accomplishing any of the three primary goals, the higher cost is usually justifiable. In these situations, air medical services is deemed “medically necessary” and in most cases, will be fairly covered by existing insurance products. It is critical that clinicians across the span of the episode of care, including field or hospital clinicians and the air medical services clinicians, clearly document in the patient’s clinical record not only why the use of air medical services is medically necessary using language focused on how it will achieve any of the three primary goals, but also why the sending facility was unable to manage the patient and what receiving facility resources were anticipated or required.

Situations can occur where ground EMS or hospital clinicians and air medical services clinicians disagree as to whether air resources are necessary for care and transport of the patient. In such situations, referring clinicians should be encouraged to discuss the transport with the flight



program's physician medical director to help better define the risk/benefit profile for the patient. This approach may help avoid settings where justification supporting benefits of air medical services to the patient are weak or absent, which can place the mission at risk of being declared "medically unnecessary" by the insurer, resulting in denial of coverage by insurance products and transfer of the financial burden directly to the patient. Additionally, such conversations may help discourage further helicopter shopping practices by the requesting party.

Provision of consistent availability of ground EMS for a given community can be challenging when resources are scarce, such as the case in many rural and frontier areas. Air medical services may be called to help maintain local ground EMS availability to cover a primary ground response area. In cases where the flight is otherwise medically unnecessary, such practices unfairly shift the cost of ensuring local ground EMS coverage from the community to a single patient and the air medical services agency, often at economic costs to the patient that would be significantly higher than the cost to the local community of more consistently securing adequate ground EMS resources. This practice is strongly discouraged, as it creates significant financial burdens to patients and does not represent appropriate or cost-efficient resource management of air or ground EMS at the local or system level. Ideally these situations can be avoided when appropriate system integration and utilization planning occurs between applicable stakeholders.

### **SECTION 3: SYSTEM INTEGRATION AND QUALITY ASSURANCE CONSIDERATIONS**

Air medical services integration into local and regional health care systems requires a multifaceted approach with engagement of appropriate stakeholders, oversight and protocol development addressing the air medical services interface with the local EMS system, a robust coordination and communication practice, and vigorous quality assurance and utilization review.

#### ***Stakeholders***

Appropriate and effective use of air medical services begins with coordinated integration into the broader EMS and health care system. To achieve this level of integration, stakeholders must understand the capabilities of various air medical services resources available to the region, define the role of air medical services within a given geographic area, and develop plans to help coordinate interactions, collaboration, and communication pathways between air and ground EMS, other emergency response services, emergency communications systems, and hospital-based resources.

Physician medical directors and operational directors must be involved in discussions on how to integrate air medical services into the local EMS system, as these leaders best understand the abilities, limitations, and resources available to local air and ground EMS that strongly influence utilization decisions. Medical directors should meet the guidelines for flight physicians and air medical directors as outlined in the NAEMSP position statements Flight Physician Training Program—Core Content and Physician Oversight of Air-based EMS (14, 133). Similar guidelines for air medical directors are also outlined by the Air Medical Physician Association.(134) Likewise, fire and law enforcement officials must be involved in integration discussions due to their key roles in requesting air medical services response and in coordinating safe landing zone operations. Hospital clinicians and administrators can contribute in-depth knowledge of hospital capabilities to inform appropriate triage and destination choices for specific patient populations. Regional medical advisory boards, state advisory boards, and regulatory agencies ensure that the integration of air medical services is equitable, free from financial bias, and compatible with applicable laws, and functions with other regional networks including STEMI, stroke, trauma, and other specialty care. Finally, aviation officials provide essential input regarding the capability of the local aviation system to support incoming and outgoing air traffic at any time, including use of IFR approaches. This list is not exhaustive; every EMS system should include further participants with system-specific skills and knowledge as necessary.

## ***Oversight of the Air Medical Services - EMS System Interface***

Stakeholders should work to identify and adopt objective, evidence-based criteria to drive decisions to request air medical services for both scene response and interfacility transfers based on the clinical, safety, and economic considerations discussed previously. When such objective criteria are not able to be used, education should be provided to personnel who are in positions to request air resources regarding the local air and ground EMS response capabilities and limitations, and air medical services utilization, inclusion, and cancellation criteria.(126, 135) EMS oversight bodies must establish protocols addressing authorized requestors, dispatching, communication requirements, and quality assurance. State governments will likely provide the majority of the oversight, rules, and regulations for air medical services utilization. Minimal training requirements for health care clinicians on air transport services in that system should also be clearly presented.

### ***Authorized Requestors***

Air medical services resources are expensive, both in monetary amounts and in potential risk to life. Careful consideration of who is authorized to request these resources is encouraged to avoid inappropriate requests. In addition, requests that are not indicated may not be financially prudent for the air agency, and repeated inappropriate flights may result in loss of the air agency to the local community. Authorized requestors for air transport resource activation and dispatch include, but are not limited to, on-duty/on-scene first responders (i.e., EMS, law enforcement, and firefighters), local EMS medical directors, an appropriate medical officer within the incident command structure, direct medical oversight physicians, and hospital-based clinicians who determine a patient requires transfer. Authorized requestors should be trained regarding the air medical system's capabilities, limitations, and appropriate use based on established protocols. Training must include timely cancellation of air resources should on-scene personnel realize that those resources are no longer needed, as misuse of HEMS is thought to primarily occur during scene calls.(135) This is especially important in jurisdictions or agencies that may use auto-launch policies, which decrease scene times but likely increase overuse and over-triage. The use of decision support tools may be useful in these circumstances.

In consultation with other involved parties, the most highly trained and experienced authorized requestor present at the time when the realization is made that air services are indicated should be the one to activate air resources. However, only training one person within an EMS system (e.g., only the fire chief, or only the local EMS medical director) to be an authorized requestor can result in significant delays of activation of time-critical air resources and should be avoided. Ground EMS clinicians should be trained adequately so that air resources may be requested as soon as feasible.

### ***Coordination and Communication***

Air medical services activation and dispatch should be coordinated with the ground emergency dispatch system by a centralized communication or dispatch center. Coordination and centralization will reduce unnecessary activation and dispatch, particularly if multiple air medical services agencies are operating in the same coverage area. Additionally, a centralized dispatch system can help ensure that the "soonest available" and appropriate air medical services unit is dispatched.

Failure to coordinate communications has led to catastrophic consequences in multiple incidents. (136, 137) Policies and procedures at the state, regional, or local level should be established to guide the appropriate selection and dispatching of air resources. An even greater need for coordination or centralization of dispatching is necessary when multiple air units are necessary (e.g., large disasters or multiple casualty incidents).(138, 139) In these situations, dispatch and

communication specialists should have a method available to organize and manage air medical team responses while promoting scene safety and dispatching the appropriate number of units.

Once an air resource is activated and dispatched, the communication system should promote the reliable and accurate flow of information among dispatch centers, air resources, ground EMS, public safety/security, local air traffic control, and the receiving facility. Scene safety is paramount, and communication with scene crews and hospital staff should reinforce this. Maintaining scene safety will require constant, reliable, and redundant communication between ground crews and pilots. On-scene personnel and hospital personnel should be educated about aviation safety and communication requirements during takeoff and landing, especially in hot on/offload situations, and the aviation manager of the air medical services agency should consider offering this training.

Reliable communication is also vital to ensure appropriate medical care and patient handoff. Communication with ground crews, the transferring clinician, and appropriate direct medical oversight should be available to the medical crews during transport.(140) Communication with the receiving hospital prior to landing is preferred if the patient's situation allows, and to facilitate this hospitals should provide reliable and redundant air medical services crew access to the receiving health care team. Follow-up communication from the air medical team to the referring clinicians, whether ground EMS crews or in-hospital clinicians, promotes continuous improvement of the system.

### ***Destination Decisions***

The destination decision for interfacility transports is made by the referring physician. Hospital destination choice for scene calls should be based on alignment of the capabilities and capacity of the hospital with the medical needs of the patient. When patients have medical decision-making capacity, they should be engaged in informed and shared decision-making regarding choice of destination whenever possible and appropriate. Considerations when choosing the destination hospital include preexisting regional destination plans and confirmed availability of specific specialty and time-critical services, equipment, and personnel. This destination may not necessarily be the most proximate facility. Unless all other factors are equal (both facilities offer needed services, have capacity, and are equivalent in time/distance away), destination should not be primarily based on the patient's (lack of) insurance coverage, ability to pay, or other financial considerations of the receiving hospital.(128) For less critical transports, ideally destination facilities that accept the patient's insurance plan (i.e., are "in-network") or are preferred by the patient should be considered, though coverage varies by insurance carrier and is modified at intervals, so a consistent approach is challenging. Governing bodies, likely state governments, may establish criteria to guide and regulate the selection of the destination facility. Ground EMS may be needed to facilitate patient transport between helipads or airports and medical facilities.

### ***Utilization Review and Quality Assurance***

Though activities centered at defining locally applicable, appropriate air medical services utilization practices are important to establish prior to a request for response, a system designed to review utilization and assure quality of care must also be established in order to ensure utilization procedures and criteria are being appropriately applied.

Whether an air medical services response is initiated at the scene or from a referring hospital for interfacility transfer, the dynamic nature of many illnesses and injuries can make it difficult to accurately identify which patients will definitively realize greater benefit than harm from air medical services care and transport. The complex decision to activate an air response resource should be expected to result in either over- or under-triage of a patient in a certain proportion of cases.(141) While under-triage has negative implications for individual patients, over-triage can strain scarce

system resources and place an unwarranted financial burden on both the patient and the health care system.(111, 142) Different local and regional systems have different levels of tolerance for over and under-triage, and discussions regarding acceptable triage of these cases should occur among stakeholders during system integration and planning.

Entities that request air medical services resources, and the programs themselves, should conduct regular review of flight requests, refusals, aborted missions, and completed missions to ensure adherence to the three primary patient-centered goals of air medical services, to the regionally accepted utilization criteria and/or algorithms, and whether ground resources were available and appropriate for patient care. These reviews should be performed regularly to identify opportunities to reduce both under- and over-triage and to accordingly refine local and regional utilization protocols. Such reviews can also inform regional strategies to limit interfacility transport by bringing expertise to the patient rather than transporting the patient to tertiary care facilities.(109) Unfortunately the competitive environment of air medical services, whether involving multiple air programs or multiple health care systems, adds competitive pressures that limit the ability to provide meaningful feedback to services that overuse resources. Ideally a neutral body with participants from all programs and health care systems can be established to assist in deriving and disseminating feedback.

The methodology used to evaluate appropriate air medical services utilization must be thoughtfully developed and applied. Retrospective determination of appropriate versus inappropriate utilization using hospital discharge codes or whether the patient received specific hospital-based interventions should be avoided. Such methodology fails to consider the limited information available to the field and transferring clinicians when they are faced with making decisions about using air resources. Rather, utilization review should carefully consider whether the personnel requesting an air response did so appropriately in the context of their training and experience, whether established utilization criteria or algorithms were followed, whether validated scoring systems and decision tools were applied, or if advice was sought from regional coordinating centers or from EMS physician oversight.(49, 131)

### ***Use of Air Medical Services Resources for Medical Repatriation***

Medical repatriation, the process of returning a patient back to his or her home area to receive care from locally based health care entities, can occur in both domestic and international theaters and uses many of the same resources used in the delivery of more familiar air medical services care. These missions may involve singular patients or may involve mass movement of hundreds or thousands of patients such as seen in the repatriation of patients during the global COVID-19 pandemic, or of injured patients following the 2002 terrorist attacks in Kenya.(143, 144) A few papers have described various patient characteristics, adverse events, and other aspects of air medical services repatriation.(144-150) Though this realm of medical care requires similar use of clinicians trained and equipped to provide care in the air medical environment, medical repatriation missions have some unique characteristics that differentiate them from more familiar missions, including geopolitical considerations.

Due to the distances that must be traversed during repatriation missions, these flights usually involve a fixed-wing aircraft operated by a private, corporate, commercial, or military-based entity. In some cases repatriation uses fixed wing aircraft that are not specifically designed for medical transport, which creates some unique challenges to providing care in flight.(151) Though the medical care provided during repatriation may be quite complex, patients being repatriated are typically more medically stable than patients receiving care during local interfacility/retrieval or field-response missions. Further, while air medical services missions typically occur “in-country,” repatriation missions often involve international transport of undocumented immigrants, aliens, or foreign nationals back to their countries of origin, creating certain unique ethical and legal issues.(152-156)

Finally, medical repatriation is variably covered by typical health insurance products and may require purchase of dedicated traveler or repatriation-focused policies, and repatriated patients may be subject to significant out-of-pocket expense.

Despite these differences from more typical missions, repatriation missions must operate under the same physician oversight, utilization review, and quality assurance practices that apply to air medical services as described by this document.

## Conclusion

Air medical services are an important part of the health care system. To ensure optimal function of the system, entities that use and provide air medical services resources should work collaboratively to ensure these resources are used in a safe, clinically appropriate, professional, and integrated manner. Every effort should be made to minimize risk to patients and air crews and avoid unnecessary financial burdens to patients. EMS physicians play a critical and central leadership role in assuring such appropriate utilization of air medical services resources.

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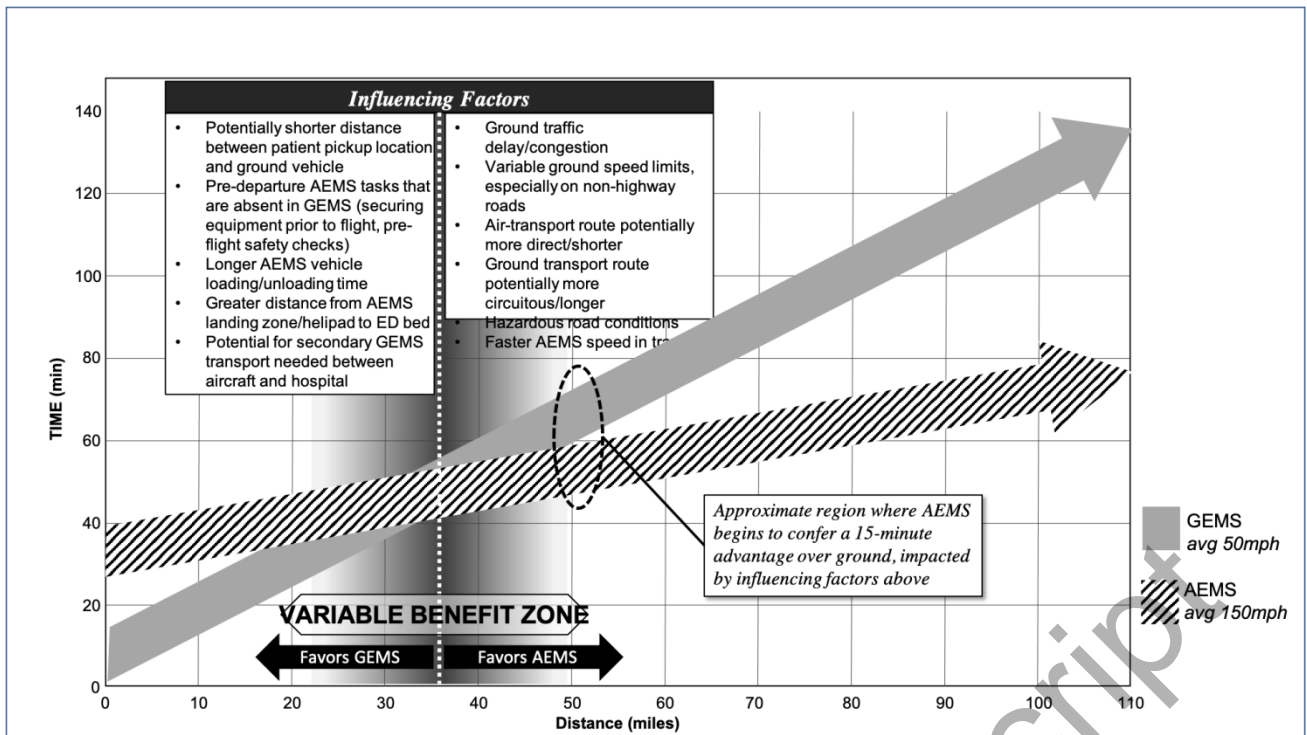
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**Figure 1:** Conceptual Model\* of the Relationship of GEMS and AEMS Time in Transit from Patient Loading (“Time 0/Distance 0”) to Emergency Department Bed Arrival

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## **Missouri 911 Service Board**

### **Employee Handbook**

#### **Introduction**

Welcome to Missouri 911 Service Board. We wish you every success here. The Missouri 911 Service Board's mission is to assist and advise the state in ensuring the availability, implementation and enhancement of a statewide emergency telephone number common to all jurisdictions through research, planning, training, and education; and to strive toward the immediate access to emergency services for all citizens of this state. We welcome you to our team.

The purpose of this employee handbook is to provide brief information regarding your employment. This handbook was developed to describe some of the expectations we have for all of our employees and to outline the rules, policies and benefits available to eligible employees. It does not attempt to address every possible situation that may arise; it is not a contract and as such, it doesn't create contractual rights between you and the Missouri 911 Service Board. Your employment with the company is considered to be "at-will" and does not guarantee any specific terms or length of employment. An at-will employment relationship can be terminated at any time with or without cause by either the Organization or the employee. All employees are responsible for being familiar and complying with the Missouri 911 Service Board's rules, policies and practices.

We hope that your experience here will be challenging, enjoyable, and rewarding. Again, welcome!

#### **Equal Employment Opportunity**

The Missouri 911 Service Board is committed to equal opportunity and non-discrimination in employment. We believe that all employees and applicants should be treated with courtesy, dignity and respect. The Missouri 911 Service Board does not discriminate in employment on the basis of race, color, gender, pregnancy, national origin, ancestry, age, disability, religion, or veteran status. It is our intent to comply with federal and state laws, regulations and guidelines in our employment practices and in our services to citizens and partners. All Missouri 911 Service Board employees share the responsibility of understanding and preventing discrimination and harassment in the workplace. All employees are expected to treat customers and co-workers in a

respectful, appropriate manner. Managers and supervisors are responsible for monitoring the workplace for inappropriate conduct, harassment and discrimination and should take immediate steps to correct any such behavior. Each supervisor and manager are required to understand, communicate, and enforce this policy.

Any applicant or current employee who believes that he or she has been subjected to discrimination based upon any of these factors should immediately contact the Executive Director or Chairperson of the Missouri 911 Service Board. You may also contact the Missouri Commission on Human Rights and/or the federal Equal Employment Opportunity Commission for more information or to file a complaint of discrimination. We will not retaliate against anyone for making or participating in a complaint of discrimination.

### **Workplace Harassment**

The Missouri 911 Service Board believes that all employees are entitled to a workplace free of harassment and expects employees to treat each other, citizens and partners with courtesy, dignity, and respect. The Missouri 911 Service Board will not tolerate any type of conduct by employees or non-employees that harasses, disrupts, or interferes with another employee's work productivity or creates an intimidating, offensive, or hostile work environment. Workplace harassment interferes with work productivity and wrongfully deprives employees of the opportunity to work in an environment free from unsolicited and unwelcome sexual overtures, discriminatory intimidation, ridicule, and insult. Workplace harassment is a form of employee misconduct, a prohibited personnel practice, and may be a violation of the law.

All allegations of such conduct will be investigated and, if substantiated, prompt, appropriate disciplinary action taken against offenders. Employees who report such conduct will not be subject to any form of retaliation. Managers and supervisors guilty of retaliatory treatment of any employee reporting such conduct will be subject to disciplinary action. This policy will specifically address sexual harassment separately from other types of workplace harassment.

Unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature constitute sexual harassment when submission to such conduct is a term or condition of an individual's employment or is the basis for employment decisions affecting that person or that creates a hostile, intimidating, or offensive working environment.

Examples of sexual harassment for purposes of this policy include, but are not limited to, the following:

- Coercing sexual favors by threatening to take adverse employment actions or by offering employment rewards;

- In third-party situations, one individual is offended by the sexual interactions, conduct, or communications between others;
- Physical contact or conduct, including sexual flirtations, touching, groping;
- Verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, propositions and offensive personal references;
- Inappropriate or sexually suggestive comments about an individual's personal appearance (e.g., clothing, body);
- The display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs; and
- Demeaning, insulting, intimidating, or sexually suggestive or explicit written, recorded, or electronically transmitted messages.

The Missouri 911 Service Board defines sexual harassment the same as federal or state law.

Conduct which is not sexual in nature, but which intimidates, ridicules, or disparages a person because of their race, color, gender, pregnancy, age, national origin, ancestry, religion, disability, or veteran status is also prohibited conduct when it creates a hostile, intimidating, or offensive work environment. This conduct could be verbal, physical, printed, or electronic.

Any employee who believes that the conduct of a supervisor, manager, co-worker, employee, or non-employee constitutes sexual harassment or some other type of workplace harassment as described in this policy has a responsibility to promptly report the incident(s). All reports of such conduct will be held in strict confidence and not discussed with anyone without a business-related need to know.

Reports of sexual harassment or other types of harassment may be filed in one of the following ways, whichever is most comfortable to the employee:

- Submit a written account of the incident(s) to the Executive Director, Chairperson of the 911 Service Board or
- Report the incident(s) verbally or in writing to the employee's immediate supervisor or a higher level of supervision or management.

Employees also have the right to file complaints with the Equal Employment Opportunity Commission, Missouri Commission on Human Rights, or other civil rights enforcement agencies.

Supervisors and managers who receive reports of sexually harassing behavior or other types of inappropriate behavior or who personally witness such conduct by or of Missouri 911 Service Board employees must immediately contact the Executive Director

or Chairperson of the 911 Service Board to report the allegations. Failure to immediately report allegations of sexual harassment or other types of harassment that are brought to your attention or that you witness may result in disciplinary action.

### **EEO Grievance Procedure**

The EEO grievance process is a means of addressing allegations of discriminatory conduct. This procedure is intended to be a means for resolving bona fide problems regarding discrimination because of race, color, gender, pregnancy, national origin, ancestry, religion, age, disability, or veteran status or retaliation for reporting discrimination or participating in an investigation of a discrimination complaint. To file a formal grievance, we ask that you address your concerns in writing and be as specific as possible. Then present your written grievance to the Executive Director or Chairperson of the 911 Service Board. They will begin an investigation as soon as possible and make a factual report. The investigation will include interviewing persons that have knowledge of the matter and reviewing any relevant documents. Upon receipt of the complaint alleging harassment, The Board will take all appropriate steps to prevent the alleged conduct from continuing pending completion of the investigation. This may mean separating the parties involved pending the outcome of the investigation. If discrimination is found, then appropriate remedial action will be taken. The decision of the Missouri 911 Service Board is final.

### **Reasonable Accommodation of Disabilities or Medical Conditions**

In accordance with the Americans with Disabilities Act (ADA) and the Missouri Human Rights Act (MHRA), the Missouri 911 Service Board will provide work-related adjustments or reasonable accommodations to qualified individuals with disabilities or medical conditions that prevent or interfere with performance of their job duties. The process of determining appropriate work adjustments/accommodations is based on interactive communication between management and people with disabilities. Determinations of whether requests for work adjustments/accommodations are reasonable are based on individual circumstances. The ADA and the MHRA require that an individual be able to perform the essential functions of his/her position, with or without reasonable accommodation.

**Disability:** An individual is considered to meet the legal definition of disability if he or she has a physical or mental impairment that substantially limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment.

**Reasonable Accommodation:** A reasonable accommodation is a modification or adjustment to a job, the work environment, or the way things usually are done that enables a person with a disability to perform the essential duties of their job.

**Undue Hardship:** An employer is not required to provide an accommodation if it would impose an undue hardship on the operation of Board functions. The concept of undue

hardship includes any action that is unduly costly, extensive, substantial, disruptive, or would fundamentally alter the nature or operation of Board processes or functions.

**Procedure for Requesting Accommodation:** Any applicant for employment or current employee may request a reasonable accommodation regarding a disability. NOTE: Requests for short-duration changes in work schedules or absences may be covered under the Family and Medical Leave Act (FMLA) and employees may request such leave directly from supervisors. To initiate the request for an accommodation, the individual must complete the Request for Accommodation form or ask the Executive Director or Chairperson of the 911 Service Board.

Requests for an accommodation will be processed as quickly as reasonably practicable under the circumstances. After receiving the request, The Board appointee will begin investigating adjustment/accommodation options. The investigation may involve input by, but not limited to, the individual, the individual's health care provider or third parties (such as rehabilitation counselors), and the individual's supervisor. All requests for adjustment/accommodation are reviewed on a case-by-case basis. Medical information is confidential and will not be shared with anyone without a business-related need to know.

The Board appointee will determine whether the request is reasonable, warranted, and would not result in an undue hardship. The Missouri 911 Service Board will determine if an adjustment/accommodation is available and will make the final selection of the adjustment/accommodation if one is available. Employees will be provided written notification regarding the determination.

### **Pregnancy and Maternity Leave**

Missouri 911 Service Board does not discriminate against applicants or employees because of pregnancy, childbirth, or a medical condition related to pregnancy or childbirth. If an employee is temporarily unable to perform their job due to a medical condition related to pregnancy or childbirth, the Missouri 911 Service Board will treat that employee in the same way as it treats any other temporarily disabled employee. Maternity leave will be granted on the same basis as leaves are granted for other temporary disabilities.

### **Lactation Accommodation**

Missouri 911 Service Board will provide reasonable break time for employees to express breast milk for their nursing child as needed until the child's first birthday. The Missouri 911 Service Board will provide a place, other than a bathroom, that is shielded from view and free from intrusion by coworkers and the public, for use by such an employee.

### **Religious Accommodations**

The Missouri 911 Service Board respects and will accommodate employees sincerely held religious obligations and practices, to the extent possible, providing that accommodation will not cause undue hardship or disruption of Board processes and business activities. Employee requests for religious accommodations will be individually considered. Examples of accommodations that may be considered include, but are not limited to:

- Reasonable dress and personal grooming habits related to religious practices;
- Reasonable time off for observance of a Sabbath or religious holiday;
- Alternative meals for dietary restrictions based on religious practices; and,
- Alternative break/lunch schedule to accommodate daily religious practices.

Employees should submit written requests for religious accommodations to the Executive Director or Chairperson of the 911 Service Board. The written requests should include:

- An explanation of the religious observance or practice;
- The type of work conflict that exists due to the religious observance or practice; and
- The requested accommodation.

The Board appointee will provide a written determination regarding the request to the employee in a timely manner. Such requests will not be placed in employees' official personnel files.

## **Compensation and Time Off**

### **Overtime**

Board projects or activities may cause employees to be required or permitted to work overtime. You must have prior approval from your supervisor to work overtime. You are responsible for reporting all hours worked.

Employees who work in classifications that are exempt from the Fair Labor Standards Act (FLSA) do not receive compensation for time worked in excess of forty (40) hours each week. Employees who are subject to the FLSA (nonexempt employees) will receive time and one-half pay for hours worked in excess of forty (40) hours in a work week. Salaried, supervisory, and management employees are generally exempt and do not receive time and a half for hours worked over 40 hours in a work week. Hourly employees are generally nonexempt and receive overtime pay. More information on whether you are exempt from the FLSA may be obtained from your supervisor or Executive Director.

### **Time Off**

Full-Time employee positions of the Missouri 911 Service Board of a continuing or permanent nature are provided paid leave from their duties.

## Holidays

Employees who accrue paid leave will be paid for State holidays. The following are paid holidays:

- First day of January, New Year's Day
- Third Monday in January, Martin Luther King Jr. Day
- Twelfth day of February, Lincoln's Birthday
- Third Monday in February, Washington's Birthday
- Eighth day of May, Truman Birthday
- Last Monday in May, Memorial Day
- Nineteenth of June, Juneteenth
- Fourth day of July, Independence Day
- First Monday in September, Labor Day
- Second Monday in October, Columbus Day
- Eleventh day of November, Veteran's Day
- Fourth Thursday in November, Thanksgiving Day
- Twenty-fifth day of December, Christmas Day

When any of the specified holidays above fall on Sunday, those holidays will be observed on the following Monday. When any of the specified holidays above fall on a Saturday, those holidays will be observed on the preceding Friday.

Holidays are considered as a period of eight hours.

Employees who work on a holiday will be granted equal time compensatory time off from work at the time(s) the employee's supervisor or Board designates.

## Vacation

Employees in full-time positions of a continuing or permanent nature shall be entitled to accumulate annual leave as follows:

- Employees with less than ten years of total Board service earn 5 hours of annual leave each pay period with a maximum annual leave balance of 240 hours.
- Employees who have completed ten years of total Board service earn 6 hours of annual leave each pay period with a maximum annual leave balance of 288 hours.
- Employees who have completed fifteen years of total Board service earn 7 hours of annual leave each pay period with a maximum annual leave balance of 336 hours.
- **These limits may be modified by the Board**



Employees may accumulate more annual leave than their allowed maximum until June 30th of any year. After June 30th, any excess annual leave over an employee's maximum balance is reduced to the maximum, at which time the employee can begin accumulating above the maximum.

An employee entitled to annual leave who has resigned or otherwise separated from the service shall be entitled to receive reimbursement for the amount of this accrued leave which does not exceed the maximum allowable accumulation.

Employees must request vacation leave from their supervisor in writing, including email. Employees must request vacation leave a minimum of 3 days in advance except in extenuating circumstances.

When possible, requests for vacation will be granted, however, the Missouri 911 Service Board reserves the right to deny requests based upon inadequate staffing levels. Vacation may be utilized in units of not less than one-half hour.

Upon separation from the Missouri 911 Service Board, an employee in good standing will receive compensation for accrued but unused vacation up to a maximum of 80 hours.

### **Sick Leave**

Employees who are employed on a full-time basis in positions of a continuing or permanent nature earn sick leave. Full-time employees receive five hours of sick leave each pay period for each semi-month of service in which they are in pay status for 80 or more hours.

Employees can accumulate sick leave without limit. Sick leave can be converted to retirement credit upon retirement.

Sick leave may be used if an illness or injury occurs to you, your spouse, children, parents, or parents and children of your spouse. Sick leave for other relatives or members of your household may be granted under extenuating circumstances.

When the need for sick leave is foreseeable, such as doctor appointments and scheduled surgery, it is your responsibility to report this to your supervisor as soon as you become aware of the need for leave. When the need for sick leave is not foreseeable, you must notify your supervisor no later than the scheduled start of your shift.

Upon separation from Missouri 911 Service Board, an employee forfeits all accrued sick leave.

### **Family and Medical Leave Act Leave (FMLA)**

Employees may be eligible for FMLA leave, which provides an employee the right to be absent from work with or without pay for up to 12 work weeks in a 12-month period. Employees who are eligible for FMLA may use it to take time off for their own serious health condition the birth, adoption, or foster care placement of a child, to care for a child, spouse, or parent with a serious health condition, or when a qualified family member is called up to or on active military service. Military FMLA may be provided for up to 26 work weeks to care for a covered service member with a serious illness or injury.

Absences covered under FMLA run concurrently with accrued paid leave and unpaid leave.

### **Military Leave**

Employees are granted leave for periods of military service in accordance with state and federal laws. Employees who have family members on active military duty will be granted leave for purposes of spending time with their spouse, children, or other members of their household while home on leave from active military service or prior to reporting for active duty.

### **Pay Periods**

Employees are paid every two weeks. Payroll is processed on a lag basis. Use of direct deposit or a pay card is a condition of employment.

### **Workplace Health and Safety**

#### **Workers' Compensation/Coverage of Workplace Accidents and Injuries**

Missouri 911 Service Board has workers' compensation insurance through Missouri Rural Service Workers Compensation Insurance Trust. If an injury occurs during business hours, an injured employee should immediately contact their immediate supervisor. If an injury occurs after business hours and an injured employee is unable to make contact with Missouri 911 Service Board or Missouri Rural Services Workers Compensation Insurance Trust, an injured employee may seek immediate treatment. The injured employee should report the injury or illness to the Executive Director no later than 24 hours after the injury or illness. Failure to do so may jeopardize the injured employee's rights to receive workers' compensation benefits.

Once Missouri 911 Service Board has been informed of an injury, the Missouri 911 Service Board is to provide first aid treatment or have the injured employee taken to a physician or hospital for medical treatment, if necessary. The Missouri 911 Service Board should report the injury to Missouri Rural Services Workers Compensation Insurance Trust within five days of the date of injury or within five days of the employer being notified by the employee. Missouri Rural Services Workers Compensation Insurance Trust is responsible for filing a First Report of Injury to the Division of

Workers' Compensation within 30 days of being notified of the injury, illness, or death. Missouri Rural Services Workers Compensation Insurance Trust is responsible for providing medical treatment and paying medical bills related to a work-related injury or illness. This includes authorized medical treatments, prescriptions and medical devices. The Missouri 911 Service Board has the right to choose the treating physician/healthcare providers. The injured employee may choose to seek medical treatment from another doctor without the employer's approval, but the injured employee may be responsible for medical bills related to such treatment.

If a workers' compensation doctor says an injured employee is unable to work due to work-related injuries or treatment, an injured employee may be entitled to temporary total disability (TTD) benefits from the [Company Name/Insurance Company Name]. When receiving TTD benefits the first three business days are a waiting period. If an injured employee misses 14 days or more the three-day waiting period will be paid. TTD is 66 2/3 percent of an injured employee's average weekly wage. If the workers' compensation doctor states that an injured employee can perform light/modified duty and Missouri 911 Service Board offers such work, an injured employee may not be eligible for TTD benefits. If an injured employee returns to light/modified duty at pay that is less, than the TTD rate, then an injured employee may be entitled to temporary partial disability (TPD). Once a workers' compensation doctor releases an injured employee from care or treatment concludes because the injured employee's condition has reached "maximum medical improvement," then payment of TTD/TPD benefits will conclude.

For more information, please visit: [www.labor.mo.gov/dwc](http://www.labor.mo.gov/dwc) or call 800-775-COMP (2667)

### **Reporting of Hazards, Injuries or Near-Misses**

Employees must immediately report any unsafe working conditions to their supervisor. Employees who violate company safety policies, cause hazardous or dangerous situations, or fail to report a workplace accident that results in an injury may be subject to disciplinary action up to and including termination of employment. Regardless of how insignificant the injury or near miss may appear, employees should notify their supervisor as soon as the employee is aware or within 24 hours at the latest.

### **Workplace Violence**

It is the policy of Missouri 911 Service Board and the responsibility of its managers and all of its employees to maintain a workplace free from threats and acts of violence. We will work to provide a safe workplace for all employees and visitors. Each employee and visitor deserve to be treated with courtesy and respect. Examples of conduct that is prohibited:

- Aggressive or hostile behavior;
- Any action that may cause physical injury to another person;
- Threatening remarks;

- Intentionally damaging Company property or property of a visitor, customer, vendor, or another employee;
- Committing acts of, or related to, sexual or other harassment or domestic violence.

## **Driving Safety**

Safe driving is the responsibility of every Missouri 911 Service Board driver. Drivers must be aware of their personal safety and the safety of others. Such considerations include how to drive defensively, how to avoid aggressive and distracted driving, how to recognize the warning signs of fatigue, and how to adjust driving behavior for weather conditions.

Every driver of a Missouri 911 Service Board vehicle or personal vehicle while conducting business of the Missouri 911 Service Board will:

- Ensure they hold a valid driver's license for the class of vehicle they are driving and carry it when driving a Board or personal vehicle on Board business;
- Immediately notify their supervisor or manager if their driver's license has been suspended or cancelled, or has had limitations placed upon it;
- Take time to familiarize themselves with the vehicle's handbook and vehicular features;
- Display the highest level of professional conduct when driving a Board vehicle;
- Wear a seat belt and ensure all occupants wear their seat belt at all times;
- Report any crashes and scrapes, including those that do not result in injury, along with any maintenance issues; and
- Avoid distractions while driving including talking or texting (unless hands-free options are available) on cell phones and other electronic devices.

## **Drug and Alcohol Usage**

Employees are prohibited from unlawfully using, possessing, distributing, or selling controlled substances while on duty. In addition, employees may not be under the influence of any controlled substance or alcohol while at work, on Company premises or while engaged in Missouri 911 Service Board business. Prescription drugs or over-the-counter medications, taken as prescribed, are an exception to this policy. Please notify your supervisor if any prescription or over-the-counter medications may impair your ability to perform your duties safely and efficiently.

## **Weapons**

Possession of a weapon can be authorized by the Chairperson of the Board by a trained employee to have a weapon on Board property to secure the safety and security of company employees. Only the Chairperson of the Board, or their designee may authorize the carrying of or use of a weapon while in performance of Board duties.

Employees may not, at any time while on any property where Board business is conducted, such as partner locations, public facilities, locations, trade shows, restaurants, Board event venues, and so forth, violate any weapons policies established by these locations.

Employees who violate this policy will be subject to disciplinary actions, up to and including employment termination. The employment termination would be characterized as a termination for cause.

## **Company Property, Computer Usage and Social Media**

Company computers, internet, and emails are a privileged resource and must be used only to complete essential job-related functions. Employees are not permitted to download any “pirated” software, files or programs and must receive permission from a supervisor before installing any new software on a Missouri 911 Service Board computer. Likewise, no mobile computer device or drive may be used for file transfer without supervisory permission in order to safeguard data and systems. Files or programs stored on Missouri 911 Service Board computers may not be copied for personal use. Employees are reminded that they have no expectation of privacy in their use of Missouri 911 Service Board computers or other electronic equipment.

Employees must refrain from using social media while on work time, unless it is work-related as authorized by a manager. Unless for business purposes, employees should not use Missouri 911 Service Board email addresses to register on social networks, blogs, or other on-line tools utilized for personal use.

## **Code of Conduct**

As all employees are employed at-will, the Missouri 911 Service Board may terminate an employee at any time, with or without reason. Likewise, employees may terminate employment with the Board at any time with or without reason. However, the following actions are unacceptable and considered grounds for disciplinary action up to and including termination. This list is not all-inclusive and is subject to change. The Missouri 911 Service Board reserves the right to determine the severity and extent of any disciplinary action based on the circumstances of each case. Unacceptable actions include, but are not limited to:

- Engaging in acts of discrimination or harassment in the workplace, creating a hostile work environment, threats or acts of violence, destructive or disruptive activity in the workplace including abusive or inappropriate language;
- Negligent, willful or improper conduct leading to damage, destruction, theft or loss of Missouri 911 Service Board, employee, customer or vendor property or harm to others;
- Unauthorized use or misuse of Missouri 911 Service Board property, equipment, devices, electronic information systems, vehicles or assets including unauthorized access to Missouri 911 Service Board property outside of business hours;

- Theft, possession, or the removal of Missouri 911 Service Board property without prior authorization;
- Using Missouri 911 Service Board property or services for personal gain or taking, removing, or disposing of Missouri 911 Service Board material, supplies, or equipment without proper authorization;
- Possession, use, sale, manufacture, or distribution of, or working under the influence of, alcohol, non-prescribed or illegal drugs, or other intoxicants while engaged in Missouri 911 Service Board business or while operating Missouri 911 Service Board vehicles or equipment;
- Failure to obtain or retain licenses required to perform the duties of your job or failure to report loss of such licenses;
- Failure to adhere to safety and security procedures;
- Any conduct that the Missouri 911 Service Board believes endangers the safety or well-being of any employee or any other person on Missouri 911 Service Board premises or while in the conduct of Missouri 911 Service Board business;
- Possession or use of dangerous or unauthorized items, such as explosives, in the workplace or while conducting Missouri 911 Service Board business;
- Failure to report personal injury or accidents within 24 hours of occurrence;
- Unsatisfactory customer service, including discourtesy to a citizen, partner, or employee;
- Failure to carry out orders given by management, including refusal to do assigned work or other acts of insubordination or disrespectful conduct;
- Any tardiness or absence without notice including unauthorized absence from work during the work day or failing to submit required documentation to substantiate an absence;
- Falsifying or altering Missouri 911 Service Board-related records including time-keeping records, business expense reports or other reports, records or work-related documents as well as improper handling, disclosure or misuse of confidential information;
- Misrepresentation of Missouri 911 Service Board to citizens, partners, or employees;
- Providing false or misleading employment information or withholding information that may impact employment;
- Improper cash handling procedures; misuse of Missouri 911 Service Board funds, or theft of property belonging to Missouri 911 Service Board, co-workers, or vendors and failure to safeguard security codes, computer or other passwords or codes, leaving safe unsecured or premises unarmed;
- Theft, fraud, embezzlement or other acts of dishonesty whether or not it is for personal gain;
- Any conduct that has the appearance of impropriety and/or is detrimental to the Missouri 911 Service Board's image including social media or internet postings;
- Conviction of a crime that may impact the performance of your job duties or licensing;
- Any action that violates federal, state, or local law including motor vehicle laws; and

- Violation of Missouri 911 Service Board rules, regulations, policies, and procedures.

Aiding and abetting any of the listed offenses may result in the same corrective action as the offense involved. The Missouri 911 Service Board reserves the right to issue a verbal warning, written warning, final warning, or suspension as well as immediate termination for violating policy.

### **Retaliation**

Missouri 911 Service Board prohibits taking negative action against any employee for reporting a possible violation of Missouri 911 Service Board policies or for cooperating in an investigation of such possible violation, but only if the employee was not an active participant in such violation. Any employee who retaliates against another employee for reporting a possible violation of policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

### **Discipline**

Any of a number of disciplinary actions may be taken to correct unacceptable behavior. Discipline may take the form of oral or written warnings, probation, suspension, demotion, termination, removal from the current position, or other disciplinary action. Generally, a progressive system of discipline will be followed. However, the type, order and course of disciplinary action will be determined by the Missouri 911 Service Board as it deems appropriate.

### **Personnel Review**

The performance appraisal process provides a means for discussing, planning and reviewing the performance of each employee. Performance appraisals influence salaries, promotions and transfers, and it is critical that supervisors are objective in conducting performance reviews and in assigning overall performance ratings.

All full- and part-time employees are provided an annual performance review and consideration for merit pay increases as warranted.

Performance appraisals are conducted annually in the beginning of June. Each Missouri 911 Service Board director or manager is responsible for the timely and equitable assessment of the performance and contribution of subordinate employees.

A performance appraisal does not always result in an automatic salary increase. The employee's overall performance and salary level relative to position responsibilities must be evaluated to determine whether a salary increase is warranted. Out-of-cycle salary increases must be preapproved by the Missouri 911 Service Board.

## **Termination and Resignation**

Employment with Missouri 911 Service Board is on an at-will basis and may be terminated voluntarily or involuntarily at any time. It is customary for employees to give two weeks written notice of resignation. Upon notice of termination by either party, an employee is required to: 1) continue to work until the last scheduled day of employment as determined by the Company, 2) turn in all reports and paperwork required to be completed when due and not later than the last day of work, 3) return all files, documents, equipment, keys, access cards, software or other property belonging to the Company, 4) turn in all passwords and codes to his/her supervisor and 5) participate in an exit interview as requested.

If an employee resigns from their position, paychecks will continue on the normal pay cycle until all wages are paid out. The final pay for a terminated employee will include all working wages including unpaid work time, paid time off and overtime.

When an employee is terminated, with or without cause, the employee will be paid all wages owed up to and including any hours worked on the day of separation. Unanticipated items that may be deducted from an employee's wages include shortages, damages, etc. Deductions can be made from an employee's wages as long as the deductions do not take the employee's wages below the required minimum hourly wage rate.



## **Employee Acknowledgment**

The employee handbook describes important information about the Missouri 911 Service Board and I understand that I should consult with my supervisor or Board regarding any questions not answered in the handbook.

Since the information, policies, and benefits described here are necessarily subject to change, I acknowledge that revisions to the handbook may occur. All such changes will be communicated through official notices, and I understand that revised information may supersede, modify, or eliminate existing policies. Only the Board or their designee has the ability to adopt any revisions to the policies in this handbook.

Furthermore, I acknowledge that this handbook is not an employment contract and is not intended to create contractual obligations of any kind. I have received the handbook, and I understand that it is my responsibility to read and comply with the policies contained in this handbook and any revisions made to it.

EMPLOYEE'S NAME (printed): \_\_\_\_\_

EMPLOYEE'S SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_