

Agreement For Services



Missouri Department of Social Services
Division of Finance & Administrative Services
Purchasing Unit
P.O. Box 1643
Jefferson City, MO 65102

Title:

Child Care Provider Agreement (CCPA) (Licensed)

Agreement Period:

Date of Award through March 31, 2023

The Department of Social Services desires to purchase the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this agreement.

Return Agreement to one of the following:

E-Mail: CD.ASKECPS@DSS.MO.GOV

Fax: (573) 526-9586

Mail: Missouri Department of Social Services – Children's Division
Child Care Provider Relations Unit, PO Box 88, Jefferson City, MO 65102

The undersigned hereby agrees to provide the services, at the prices stated, pursuant to the requirements of this document and further agrees that when this document is countersigned by an authorized official of the Missouri Department of Social Services, a binding agreement shall exist between the child care provider and the Department of Social Services. The authorized signer of this document certifies that the provider (named below) and each of its principals (as defined by 2 CFR Part 180) are not suspended or debarred by the federal government.

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

Authorized Signature for the Provider/Facility Owner

Printed Name and Title

Legal Name of Entity (Facility Name/Owner)

Date

Facility Address

City

State

Zip

IRS Form 1099 Mailing Address (Address of Record)

City

State

Zip

Contact Person Name

Title

Phone Number

E-mail Address

Department Vendor Number (DVN) issued by DHSS

County of Facility

Taxpayer Identification Number

of Employees

Please check the boxes below that apply to your facility:

☐ Privately Owned, LLC ☐ Non-Profit

☐ Early Head Start ☐ Head Start ☐ Early Head Start Partnership

MO Professional Development Registry ID # (MOPD ID)

Notice of Award (State Use Only):

This agreement is accepted in its entirety by the Department of Social Services with an effective date of: _____

Authorized Signature for the Department of Social Services

Signature Date

Agreement #:

Vendor Number (DVN):

DHSS Licensing Information:

☐ Center ☐ Family ☐ Group

☐ Infant ☐ Preschool ☐ School Age

☐ Daytime ☐ Evening/Weekend

License Begin Date: _____

1 Introduction and Background Information

- 1.1 The Missouri Department of Social Services – Children’s Division (Department) hereby enters into this agreement for the purchase of child care services for authorized clients of the Department, in accordance with the provisions and requirements stated herein.
- 1.2 The Department purchases these services under the authority of an Expenditure Registration (ER100) authority issued to the Department by the State Office of Administration.
- 1.3 The mission of the Missouri Department of Social Services "We will lead the nation in building the capacity of individuals, families, and communities to secure and sustain healthy, safe, and productive lives".
- 1.4 The agreement period shall be from Date of Award through March 31, 2023.

1.5 **Definitions:**

- a. **Child Care Business Information Solution (CCBIS)** – the electronic attendance collection system provided by the Department.
- b. **Child Care Services** - includes the care, custody, control, supervision, and guidance of a child for compensation for periods of less than twenty-four (24) hours but more than one-half (1/2) hour per day in a licensed facility.
- c. **Child Welfare Services** - also referred to as “**Protective Services**”, shall mean services provided to any child, regardless of age, who is authorized child care by the Department as part of a plan for the treatment of child abuse or neglect. Child Welfare Services are administered by the Missouri Department of Social Services, Children’s Division. Child Welfare Services includes, but are not limited to, Alternative Care (Foster Care), Family Centered Services, and Intensive In-Home Services.
- d. **Co-payment** - the amount paid to the child care provider by the parent when the child care provider’s rate for care is higher than the maximum rate paid by the Department. Households eligible for Child Care Subsidy through the Family Support Division (FSD) must negotiate this co-payment directly with the child care provider.
- e. **Daytime Care** - begins at 6:00 a.m. and ends at 7:00 p.m. Monday through Friday.
- f. **Evening Care** - begins or ends within the designated time frame of 7:01 p.m. to 5:59 a.m. regardless of the day of the week.
- g. **Facility Sponsor** – any facility employee designated by the child care provider to sign a child out of care to go to school or school-like activity and sign a child in to care after school or a school-like activity.
- h. **Full Time Care** - shall be any combination of hours of care equaling at least five (5) hours and up to twelve (12) hours in the calendar day.
- i. **Half Time Care** - shall be any combination of hours of care equaling at least three (3) hours and up to five (5) hours in the calendar day.
- j. **Income Eligible Family** - includes any child who is authorized child care by the Department as a plan to assist low income families administered by the Family Support Division.
- k. **Infant** - includes any child under the age of two (2) years.
- l. **Intentional Violation** – the receipt of any benefit through the wrongful acquisition or issuance of Child Care Subsidy payment for child care services by the Department through false representation or concealment of material facts by the participant, eligibility unit, child care provider or any other representatives. These actions may include, but are not limited to:
 - 1. Submission of inaccurate information for the purpose of obtaining compensation for which the child care provider is not legally entitled;
 - 2. Charging the Department an amount higher than what is charged for private pay participants for the same child care services;
 - 3. Failure to maintain the child care attendance record as specified by the Department;
 - 4. Improper billing practices that do not comply with the child care provider’s agreement or that do not comply with state or federal laws and regulations governing child care services;

5. False or misleading statements, oral or written, regarding the participant's income or other circumstances that affect eligibility or the amount of subsidy received; or
6. Failure to timely report changes in income or other circumstances that affect eligibility or the amount of subsidy received.
- l. **Maximum Base Rate** - the amount paid to the child care provider based on the age of the child for whom child care services are requested, hours of care requested, the facility type requested, and the applicable geographic area of the state.
- m. **Operating Agreement** - is a document used by Limited Liability Corporations to outline the business' financial and functional decisions including rules, regulations, and provisions.
- n. **Part Time Care** - shall be any combination of hours of care equaling at least one-half (1/2) hour and up to three (3) hours in the calendar day.
- o. **Pre-school** - includes any child at least two (2) but less than five (5) years of age.
- p. **School Age** - includes any child five (5) years of age or older.
- q. **Sliding Fee** - is the income eligible family's share of the child care cost, based on the eligibility unit's income and household size. The provider must collect the sliding fee as part of the provider's child care subsidy payment.
- r. **Special Needs Child** - a child under age of eighteen (18) (up to and including the month they turn eighteen (18)), or under age nineteen (19) and still in school (up to and including the month they graduate high school), if graduation occurs prior to their nineteenth (19th) birthday, and meets one or more of the following criteria: Receives Supplemental Security Income (SSI) benefits based on their own disability, receives verifiable services through the Department of Mental Health, has a verifiable physical or mental disability or delay, is a Protective Services child, or is under court-ordered supervision.
- s. **Sponsor** - any person designated by a parent or guardian to sign a child in to care and/or out of care in the electronic attendance system.
- t. **Weekend Care** - begins or ends within the designated times of Saturday morning at 6:00 a.m. to Sunday evening at 7:00 p.m. Eligibility for evening/weekend maximum base rates are only valid when the facility is licensed to operate within the evening/weekend time designations as specified herein.

2 **General Performance Requirements**

- 2.1 Child care provider shall follow all statutes, regulations, and policies of the Department.
- 2.2 The provider shall provide child care services to the Department in accordance with the provisions and requirements stated herein. Services purchased by the Department shall consist only of those services in which the provider is licensed by the Department of Health and Senior Services, Section for Child Care Regulation (DHSS/SCCR) to provide.
 - a. The provider shall perform services under this agreement for the Department on an "as needed, if needed" basis. The Department does not guarantee any amount of business or payment to the provider through this agreement.
- 2.3 **Correspondence:**
 - 2.3.1 The Department will use electronic mail (e-mail) to transmit agreement documents and other correspondence to the provider. The Department shall encrypt emails from the Department to the provider that contain information confidential by law to protect against unauthorized disclosure. The provider shall ensure the timely review and response to e-mailed documents and information.
- 2.4 **Provider's Personnel:**
 - 2.4.1 The provider 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), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).
 - a. If the provider is found to be in violation of this requirement or the applicable state, federal, and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the provider has

knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the agreement immediately without penalty or recourse and suspend or debar the provider from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the provider.

- b. The provider shall fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

2.4.2 If the provider meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the provider 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 provider's business status changes during the life of the agreement to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the provider shall, prior to the performance of any services as a business entity under the agreement:

- a. 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
- b. Provide to the Department the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; and
- c. Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

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

2.5.1 Pursuant to section 285.530, RSMo, if the provider meets the section 285.525, RSMo definition of a "business entity" (<http://www.moga.mo.gov/mostatutes/ChaptersIndex/chaptIndex285.html>), the provider must affirm the provider'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 provider shall complete applicable portions of Exhibit # 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit #1 must be submitted prior to an award of a contract.

2.6 **Debarment Certification:**

- 2.6.1 The provider certifies by signing the signature page of this original document and any amendment signature page(s) that the provider 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.
- 2.6.2 The provider must complete and submit Exhibit #2, Certification Regarding Debarment, prior to award of contract.

2.7 **Registration of Business Name**

2.7.1 The provider must complete and submit Exhibit #3, Registration of Business Name (if applicable) with the Missouri Secretary of State, prior to award of contract.

2.8 **Relevant litigation, pending investigation, assessment, substantiated findings**

- 2.8.1 The provider shall submit Exhibit 4, Relevant Litigation, Pending Investigation, Assessment, Substantiated Findings, to the Children's Division, when submitting an agreement. Failure to disclose litigation may result in rejection of the awarded agreement.
 - a. Except for employment and workers' compensation matters, the provider must disclose any relevant litigation within the past five (5) years involving the provider or the provider's business, within five (5) business days from the date of notification. The provider shall disclose the names of the parties (initials

may be used in lieu of party name for minors); the Court and case number in which the case was filed; and a brief description of the claims or criminal charges brought. The provider may include a copy of the complaint or petition.

1. Relevant litigation under this agreement is defined as any civil claims, judgments, or out of court settlements and/or criminal charges which are pending or have been disposed of by a finding or plea of guilt, an Alford plea, or a plea of nolo contendere regarding the following:
 - allegations of child abuse or neglect by the provider/ owner of the facility;
 - personal injury to a client by the provider/owner of the facility;
 - violent acts, including but not limited to, domestic violence and other crimes against persons by the provider/owner of the facility;
 - acts against the family, which include, but are not limited to Orders of Protection, and criminal charges denominated as offenses against the family involving the provider/owner of the facility;
 - fraud and/or misrepresentation by the provider/owner of the facility;
 - sexual offenses, including pornography, and any registration on a sexual offender registry by the provider/owner of the facility;
 - weapons offenses by the provider/owner of the facility;
 - controlled substance offenses by the provider/owner of the facility; or
 - any other claims or charges which relate to the delivery of child care services.
- b. The provider must also disclose any pending investigation or assessment or “substantiated finding” of the provider/owner or against the facility within five (5) business days from the date of notification.
 1. Substantiated finding is defined as a court adjudication or determination by the state agency or any Court of a probable cause and/or preponderance of the evidence finding, or substantially similar findings in this state or any other.
- c. Failure of the provider to disclose relevant litigation, pending investigations, assessment, or “substantiated finding” as specified herein, shall be considered a breach of the contract and subject to appropriate and available remedies by the State of Missouri.
- d. The state agency reserves the right to share disclosed litigation, pending investigations, assessments, or “substantiated findings” with all state and federal agencies, law enforcement agencies, state and federal auditors, children and families, Family Support Team (FST), and any courts, as determined by the state agency.
- e. The provider shall submit Exhibit 4 when there are changes affecting the provider or the provider’s business.

3 Specific Performance Requirements

- 3.1 The provider shall maintain a valid child care license through the Missouri Department of Health and Senior Services/Section for Child Care Regulation (DHSS/SCCR) throughout the entire agreement period. The provider shall notify the Department within two (2) business days if DHSS/SCCR takes any action to suspend/revoke or refuse to renew their license for any reason during the agreement period. The provider shall comply with all licensing rules as established by DHSS/SCCR, and all rules and regulations established by the Department. In the event the DHSS/SCCR takes action to suspend/revoke the provider’s license, the Department reserves the right to terminate the provider’s agreement pursuant to Code of State Regulations, Title 13, Division 35, Chapter 32 – Child Care (13 CSR 35-32) , regardless of whether the provider appeals the decision of the DHSS/SCCR.
- 3.2 The provider shall comply with Code of State Regulations, Title 13, Division 35, Chapter 32 – Child Care (13 CSR 35-32), as applicable.
- 3.3 The provider shall notify the Department in writing at least thirty (30) calendar days in advance of any changes in the program that will affect the quality, extent, timelines, or frequency of services delivered under the terms of this agreement and further agrees that no such changes shall be implemented without the prior written consent of the Department. The Department shall not be required to make payment for services rendered according to such changes unless the Department has agreed to the changes in writing prior to

their delivery.

- 3.4 The provider shall submit an Operating Agreement if they are a Limited Liability Company (LLC). The provider shall submit revised Operating Agreements at least ten (10) calendar days prior the effective date of the change, as necessary.
- 3.5 Child care providers must report the following changes to the Department in writing within ten (10) business days: physical address, mailing address, telephone number, email address, or any other circumstance, incident, or occurrence that would alter any information provided in the child care provider's original application for contract.
- 3.6 The provider and all staff shall register with the Department's designated professional development registry and secure a professional development identifier to complete and track required trainings. The licensed child care provider and all staff shall be compliant with 13 CSR 35-32.090 (1)(D). Child care provider shall attend annual training as approved by the Department and provide documentation of the successful completion of all training to the Department through the Department's designated professional development registry.
- 3.7 The provider shall track verification of completed trainings through The Department's designated professional development registry. The provider shall register and maintain current registration and training records for all current staff in the professional development registry.
- 3.8 The provider must provide all child care services at the physical location specified on the DHSS/SCCR license.
- 3.9 Child care provider and staff shall not be engaged in other employment while providing child care services;
- 3.10 The provider shall accept and care for no more than the number of children specified in their child care license. The provider shall not service or invoice the Department for the care of any children in excess of the number specified in the license issued by DHSS/SCCR.
- 3.11 The provider shall not be authorized or paid for the provision of services to their own children; this includes biological, adopted, foster, or any child included in the provider's personal eligibility unit or an agreement with the Department to provide resource parent services. This includes an owner and any managing members included on the operating agreement of a child care facility that the owner's children attend, no matter who is responsible for the direct care of the children.
- 3.12 The provider shall not be authorized or paid for the provision of services to an employee's children, if the employee is eligible for Child Care Subsidy and providing direct care to his/her own children.
- 3.13 The provider shall report to the Child Abuse/Neglect Hotline (1-800-392-3738) any instances of child abuse or neglect pursuant to state law (Section 210.115, RSMo).
- 3.14 The provider shall allow custodial parents or legal guardians to have unlimited access to their children while the children are in care.
- 3.15 Child care provider shall notify all custodial parents and legal guardians of the child care provider's following information:
 - a. Telephone number;
 - b. Discipline policy; and
 - c. Emergency preparedness and response plan;
- 3.16 The provider shall refer families to Child Care Aware® of Missouri to find alternative child care arrangements in the event the provider is no longer able to provide child care services. Child Care Aware® of Missouri may be contacted online at www.mo.childcareaware.org or by calling 1-866-892-3228.
- 3.17 The provider shall maintain records pursuant to 13 CSR 35-32.130. The provider shall maintain adequate, legible, genuine, current, and complete records of services rendered under the terms of this agreement. The provider shall make all such records available to the Department or its designated representatives for a period of five (5) calendar years following the expiration date of this agreement. The provider shall, in addition, keep the records for such additional time periods that the Department may request for audit or litigation purposes.

- a. Adequate verification and full documentation shall mean that the provider's records are such that:
 1. An orderly examination by a reasonable person is possible and can be conducted without the use of information extrinsic to the records and that such an examination can readily determine that the provider's services were, in fact, provided; and
 2. Each service is verified by contemporaneous certification by the recipient of each service, to include when the service was provided, the extent of each service, all amounts received in payment by provider, to whom the service was provided, the extent or duration of services, and the authorization thereof.
- b. The required records, at a minimum, shall consist of but are not limited to the categories and/or documents set forth below in subparagraph c.1.
- c. The provider shall utilize the Child Care Business Information Solution (CCBIS), as required in the Invoicing and Payment Section. A document that certifies attendance for each day a claim is made under this agreement will be required until the child care provider is able to utilize the CCBIS. The CS-109 form may be used as the certification document and found at: <http://dss.mo.gov/cd/info/forms/>. At a minimum, the certification of services provided must contain the following information:
 1. The name of each child for whom reimbursement is requested;
 2. The date(s) each child was in attendance and each child's time of arrival and departure;
 3. The original signature of the parent or adult designee certifying the attendance of the child (the designee may not be an employee; unless the employee is a sponsor, or operator of the child care facility); and
 4. The original signature of the provider or provider designee.

3.18 The Department has the right to recover from the provider all funds for which adequate verification and full documentation of services are not maintained (i.e. inadequate or lack of attendance records).

3.19 The Department has the right to recover any overpayments found during the course of an audit or other review by recoupment, repayment, or any other collection method allowed by law or Department policy.

3.20 **Child Care Business Information Solution**

3.20.1 The Department has implemented an electronic attendance record keeping system, hereafter referred to as the Child Care Business Information Solution (CCBIS). The CCBIS has three components:

3.20.2 KinderConnect – the child care provider portal that allows child care providers the ability to manage attendance and view child care subsidy information.

3.20.3 KinderSign – an application on a Point of Service (POS) device that enables a parent or sponsor to enter attendance electronically with a 10 digit number and an individually selected secure identifier for checking the child into or out of care.

3.20.4 KinderSmart – a smartphone application that enables a parent or sponsor to record attendance electronically with their own personal registered smartphone.

3.20.5 The Department has implemented the Child Care Business Information Solution (CCBIS) to collect attendance for children eligible for subsidy attending the facility. The provider has the option to use CCBIS to collect attendance information for private pay children. Delivery of Point of Service (POS) devices to providers submitting a Child Care Provider Agreement (CCPA) will take place within three (3) business days of the finalization of the CCPA. All providers are required to use CCBIS or another Department approved electronic attendance record keeping system to collect attendance for children eligible for child care subsidy.

- a. The provider shall have internet access with WIFI capabilities in order to utilize the POS device. Providers, who are unable to access internet services due to availability of internet service may request a waiver from the Department and be required to utilize a Department approved method for collecting attendance.
- b. The Department will arrange for delivery, training, and activation of a POS device to the provider's facility to accept attendance electronically.
 1. The Department will provide one (1) POS device for every thirty (30) children enrolled at the facility. It will be the responsibility of the provider to resolve any issues with the CCBIS contractor if the POS

device is damaged or stolen. Replacement costs, to be paid by the provider, shall be determined by an equipment agreement between the CCBIS contractor and provider.

2. The Department will provide POS devices to providers offering transportation services. The provider will be offered one (1) POS device for each van or bus used to transport children.
3. The Department or its designee will provide training to the provider on the use of the CCBIS.
4. The POS device will be registered electronically to the address of the facility and may not be used at other locations, unless an alternative location is approved by the Department.
5. The Department has the right to deny payment for child care services for which a sponsor has failed to enter or approve attendance as required at drop off and/or pick up times.
6. If a provider, or a person acting in any capacity for the provider, is found to be possessing, maintaining, storing or using a sponsor's secure identifier for checking a child into care or checking a child out of care, the Department will make a claim against the provider for reimbursement of child care subsidy payments paid on behalf of that child, for a minimum of one (1) month but up to and including the entire period of time during which the provider, or person acting in any capacity for the provider, intentionally violated the agreement by improper use or access of the secure identifier for the child.

c. Child care providers currently using an electronic attendance system may continue to use the system, if the manufacturer of the current system can be conformed to the CCBIS system requirements to transmit attendance information into KinderConnect.

1. The Department will arrange for delivery, training, and activation of one POS device to the provider's facility. The provider will not be expected to use the POS device.
2. The child care provider will manage the attendance within their system of record and transmit the attendance information for children receiving child care subsidy into KinderConnect.
3. The child care provider understands that once the attendance information has been transmitted from their current electronic system into KinderConnect, attendance corrections will not be allowed.

3.20.6 The provider shall begin utilizing the CCBIS, immediately following the establishment of the POS device(s) within the facility. The provider shall enter employee information, sponsor information, and any additional sponsors for Child Care Subsidy eligible families into the CCBIS. The provider will submit attendance electronically via CCBIS after the establishment of the system within the facility and the set-up and practice month.

- a. The provider shall require all parents/guardians and sponsors to utilize the POS device or the Smartphone option to check children in and out of care each day the child attends the facility.
- b. The provider shall review the daily child attendance in the CCBIS to determine if any children in attendance were not checked in or out of the facility.
 1. Documentation for children receiving child care subsidy who were not checked in or out of care may be corrected by the provider, parent/guardian or sponsor within five (5) calendar days of the missed attendance.
 2. The provider may make a correction to a child's attendance record, adding a time in or a time out in a day, but not both. The parent/guardian or parent approved sponsor must view and approve the attendance entered by the provider.
 3. Failure to make corrections within the specified timeframes shall result in the provider not receiving payment for units of care in which check in times or check out times are not entered or approved in the CCBIS.

4 General Contractual Requirements

4.1 General:

4.1.1 The agreement shall consist of the original agreement document and any subsequent signed, written amendments to the agreement.

4.1.2 The parties shall construe this agreement according to the laws of the State of Missouri. This agreement shall govern the terms and conditions of the contracted services provided by the provider. To the extent that a provision of the agreement is contrary to the Constitution or laws of the State of Missouri or of the

United States, such provision(s) shall be void and unenforceable. However, the balance of the agreement shall remain in force between the parties unless terminated by consent of both the provider and the state.

- 4.1.3 The exclusive venue for any legal proceeding relating to or arising out of the agreement shall be in the Circuit Court of Cole County, Missouri.
- 4.1.4 The provider shall comply with all local, state and federal laws and regulations related to the performance of the agreement.
- 4.1.5 The provider certifies that the provider and each of its principals (owners, director and others as defined by 2 CFR Part 180) are not suspended or debarred from contracting with the federal government. In the event the provider or any of its principals become suspended or debarred during the agreement period, the provider shall immediately send written notification to the Department.
 - a. Suspension or debarment of the provider, or failure by the provider to provide written notification of suspension or debarment to the Department, may result in immediate termination of the agreement.
- 4.1.6 The provider shall not transfer any interest in the agreement, whether by assignment or otherwise, without the prior written consent of the Department.
- 4.1.7 As authorized under sections 432.230 and 432.255, RSMo, the use of electronic signatures shall be permitted for contract documents. Additionally, contract documents maintained in electronic format shall be considered the official, legal record and shall have the same force and effect, as would a paper document.
- 4.2 **Amendment, Termination, Administrative Review, Renewal:**
- 4.2.1 The agreement shall not bind, nor purport to bind, the Department for any commitment in excess of the original agreement period.
- 4.2.2 Any change to the agreement, whether by modification and/or supplementation, shall be binding by the execution of a formal, written amendment signed by both parties. Oral agreements or agreements confirmed by e-mail or otherwise to modify the agreement shall not be enforceable.
- 4.2.3 The Department shall have the right, at its sole option, to renew the agreement by written notice to the provider. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original agreement and any subsequent amendments shall remain in effect and shall apply during the renewal period.
- 4.2.4 The Department reserves the right to terminate the agreement with cause immediately upon written notice from the Department, without penalty or termination costs. Grounds for immediate termination by the Department are stated in 13 CSR 35-32.090(2)(E).
- 4.2.5 The agreement may be terminated by either party, with or without cause, by giving thirty (30) calendar days advance written notice to the other party. The termination shall be effective thirty (30) calendar days from the date of notice or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the thirty (30) calendar day period, if applicable.
- 4.2.6 **Breach:** The Department may terminate the agreement for non-compliance with contract requirements by providing the provider with written notice of termination.
 - a. The termination shall become effective on the date specified in the notice.
 - b. At its sole discretion, the Department may give the provider an opportunity to cure the breach.
 - c. The Department shall not pay for services rendered or goods provided after the effective date of the termination of the agreement.
- 4.2.7 Any written notice to the provider shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the provider or the provider's address of record.
- 4.3 **Administrative Review:**
- 4.3.1 All rights to administrative review regarding contract termination shall be determined pursuant to 13 CSR 35-32.090(3).

4.4 **Subcontracting:**

4.4.1 The provider shall not subcontract for services outlined herein.

4.5 **Conflict of Interest:**

4.5.1 The provider certifies that the provider has no other contractual or other relationships that create any actual or appearance of conflict of interest. During the term of the agreement, neither the provider nor any of its employees shall acquire any other contractual relationships that would create such a conflict.

- a. In the event the provider becomes aware of any circumstances that may create a conflict of interest the provider shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
- b. The provider shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. The provider shall submit notification to the Department in writing within seven (7) business days after the provider discovers the conflict or appearance of a conflict.
- c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
 1. Exercising any or all of the Department's rights and remedies under the agreement, up to and including terminating the agreement with or without cause; or
 2. Directing the provider to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or
 3. Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

4.5.2 In accordance with state and federal laws and regulations, state executive order or regulations, the provider certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the contracted services. No person having such interest shall be employed or conveyed an interest, directly or indirectly, in the agreement.

4.5.3 The provider certifies that:

- a. No State of Missouri employee shall be compensated under this agreement for duties performed in the course of his/her state employment; and
- b. Before any State of Missouri employee may be involved in the performance of this agreement the provider shall obtain written approval from the Director of the Department.

4.5.4 In the event the provider is a not-for-profit agency, provider board members must abstain from voting on any funding proposal relating to this agreement, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

4.5.5 No monies provided by the Department under this agreement shall be used to promote or further nepotism.

4.5.6 The provider shall not represent itself, or its employees as employees of the Department or the State of Missouri.

4.6 **Business Compliance:**

4.6.1 The provider must comply with applicable laws regarding conducting business in the State of Missouri and certify by signing this agreement that it is presently, and will remain, in compliance with such laws.

4.6.2 The provider shall have and maintain current and in good standing, all licenses and/or certifications which are required by local, state or federal law, rule or regulation for the duration of the agreement.

4.6.3 If required by state law, the provider shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.

- 4.6.4 The provider 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.
- 4.7 **Personnel and Staffing:**
- 4.7.1 The provider shall comply with the Fair Labor Standard Act, Equal Employment Opportunity Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable.
- 4.7.2 The provider shall only utilize personnel who are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this agreement, and shall provide documentation of such licensure or certification upon request.
- 4.8 **Federal Funds Requirements:**
- 4.8.1 The agreement may involve the expenditure of federal funds. Therefore, for any federal funds used, the provider shall comply with the requirements listed in the following subparagraphs, as applicable.
- 4.8.2 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 provider shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:
- a. The percentage of the total costs of the program or project which will be financed with Federal money;
 - b. The dollar amount of Federal funds for the project or program; and
 - c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 4.8.3 The provider shall comply with all requirements of 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 agreement shall be used to pay the salary or expenses of the provider, or agent acting for the provider, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The provider shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.
- 4.8.4 In the event Federal funding for the agreement becomes unavailable or interrupted, the provider shall, upon written notification from the Department, suspend work activities and incur no further costs under the agreement, until the Department notifies the provider, in writing, that funding has been restored and work activities may resume.
- 4.9 **Financial Requirements:**
- 4.9.1 Availability of funding for this agreement shall be determined solely by the Department and such determination shall be final and without recourse by the provider. In the event funds are not appropriated or available for the agreement, the provider shall not prohibit or limit the Department's right to pursue alternate contracts/agreements, necessary, to conduct state governmental affairs.
- 4.9.2 Funding for the agreement must be appropriated by the Missouri General Assembly for each fiscal year included within the agreement period. Therefore, the agreement shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.
- a. The Department reserves the right to terminate the agreement, without penalty or termination costs, if such funds are not appropriated or available.
 - b. In the event funds are not appropriated or available for the agreement, the Department shall provide prompt notification to the provider.
 - c. In the event funding for the agreement becomes unavailable or interrupted, the provider shall, upon written notification from the Department, suspend work activities and incur no further costs under the agreement, until such time as the Department notifies the provider, in writing, that funding has been restored and work activities may resume.

- d. In the event funds are not appropriated or available for the agreement, the provider shall not prohibit or limit the Department's right to pursue alternate contracts/agreements, as necessary, to conduct state governmental affairs.
 - e. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the agreement.
- 4.9.3 The Department shall make payment due under the terms of the agreement upon receipt and approval of a properly itemized invoice, as set forth herein.
- a. The provider shall submit invoices in accordance with the requirements stated in the agreement and no later than the time period specified in section 33.120, RSMo, unless more restrictive requirements are established by state or federal law or regulation.
 - b. The provider shall not invoice federal or state tax.
- 4.10 **Provider Liability:**
- 4.10.1 The provider shall be responsible for any and all personal injury, including death, or property damage as a result of the provider's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the agreement.
- a. In addition to the liability imposed upon the provider on account of personal injury, bodily injury (including death), or property damage suffered as a result of the provider's negligence, the provider shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.
- 4.10.2 The provider shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any person employed by or under the supervision of the provider under the terms of the agreement.
- 4.11 **Insurance:**
- 4.11.1 The Department and the State of Missouri is not and shall not be required to save and hold harmless and/or indemnify the provider, its employees, or agents against any liability incurred or arising as a result of any activity of the provider or any activity of the provider's employees related to the provider's performance under the agreement. Therefore, the provider shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the general public against any loss, damage and/or expense related to the provider's performance under the agreement.
- 4.11.2 The provider shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this agreement.
- 4.12 **Human Rights:**
- 4.12.1 The provider 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 agreement, including, but not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000e) 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, unless otherwise provided by law, discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
 - c. 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;
 - d. 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;

- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
 - h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; and
 - i. The requirements of any other federal and state nondiscrimination statutes, regulations and executive orders that may apply to the services provided under the agreement.
- 4.12.2 Disclosure of information, by either party to the agreement, concerning a client for any purpose not directly related to the performance of this agreement is prohibited except as specified by applicable state and federal laws and regulations.
- 4.12.3 The Department shall have the right to enforce all clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the provider.
- 4.13 **Recordkeeping and Reporting Requirements:**
- 4.13.1 The provider shall submit itemized reports, records and information at the request of the Department.
- 4.13.2 The provider shall maintain auditable records for all activities performed under this agreement. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall include the following, as applicable:
- a. The specific number and type of service units provided;
 - b. Itemized revenues and expenditures related to the performance of the agreement;
 - c. The number and type of clients served;
 - d. Detailed documentation of services provided to each client, included progress notes;
 - e. Any and all records necessary for performing a full audit of the provider's performance under the agreement; and
 - f. Other relevant records.
- 4.13.3 The provider shall allow the Department or its authorized representative to inspect and examine the provider's premises and/or records that relate to the performance of the agreement at any time during the period of the agreement and thereafter within the period specified herein for the provider's retention of records.
- 4.13.4 The provider shall promptly provide the Department with access to Department clients and records of the Department clients without limitation.
- 4.14 **Confidentiality:**
- 4.14.1 All discussions between the parties and all information gained by the parties as a result of performance under this agreement shall be confidential, to the extent permitted by law.
- 4.14.2 Any information pertaining to specific individuals served under this agreement, or otherwise protected from public disclosure by state and/or federal law shared by the parties as a result of the performance under this agreement, shall remain confidential and only released to the public as permitted by applicable law.
- 4.14.3 No reports, documentation, or material prepared as required by this agreement that pertain to individually identifiable persons shall be released to the public without the prior, written consent of each party, unless otherwise required by law.
- 4.14.4 If required, each party and any required personnel of each party must sign specific documents regarding confidentiality, security, or other similar documents upon request.
- 4.14.5 The parties shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the parties other than as provided for under the agreement. Such safeguards shall include, but not be

limited to:

- a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
- b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
- c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the agreement;
- d. Policies and procedures implemented by the provider to prevent inappropriate uses and disclosures of confidential information by its workforce; and
- e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

4.15 Notification Requirements:

- 4.15.1 The provider shall report child deaths and serious injuries to the Department within twenty-four (24) hours of the incident, using a form provided by the Department. The report shall be made online at <https://apps.dss.mo.gov/ChildCareFraud/AddSeriousInjuryOrDeath.aspx>, this includes but is not limited to:
- a. The death of a child if the child died while in the care of the child care provider;
 - b. The death of a child enrolled at the child care provider if the child died of a contagious disease; or
 - c. A “serious injury” to a child that occurred while the child was at the child care provider’s facility or away from the child care provider’s facility but still in the care of the child care provider, if an injury which results in the child being treated by a medical professional or admitted to a hospital.
- 4.15.2 The provider shall immediately, and no later than twenty-four (24) hours later, notify the Department, in writing, if the provider becomes aware of any circumstances which may render the provider unable to perform any of its obligations under the agreement.
- a. The Department shall have the right, at any time, to require the provider to provide written assurances that it can meet its obligations under the agreement and to provide satisfactory documentation to support its assurances. If the provider is unable to provide adequate assurances that it will be able to perform its obligations under this agreement, the Department shall have the right to exercise any of its remedies under this agreement or under law.

4.16 Miscellaneous:

- 4.16.1 Unless otherwise specified, the provider shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required.
- 4.16.2 The provider shall only perform the specific, professional services set forth in the agreement. The provider shall provide all services in a manner consistent with generally accepted practices in the applicable professional field.
- 4.16.3 The provider shall cooperate with any investigations, audits, or other requests of the Department, or its agents, which relate, directly or indirectly, with the performance of this agreement.
- 4.16.4 The provider shall fully cooperate with all investigations conducted by any law enforcement agency which relate, directly or indirectly, with the performance of this agreement.
- 4.16.5 The Department endorses a drug free environment and the absence of substance abuse. The provider shall support and enforce these philosophies in their performance of the agreement.
- 4.16.6 The provider shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The provider shall make documentation of such compliance and any such license immediately available upon request by the Department.
- 4.16.7 Child care providers shall not utilize physical or corporal punishment including, but not limited to, spanking, slapping, shaking, biting, or pulling hair.

4.17 **Agreement Monitoring/Compliance:**

- 4.17.1 The provider shall submit to monitoring by the Department or its designee for compliance with contractual and regulatory obligations. Additionally, the Department reserves the right to audit all records related to the provider's performance under the agreement for a period of five (5) calendar years from the expiration date of the agreement. Such monitoring may include, but is not limited to:
- a. Providing attendance records at the request of the Department or its designee;
 - b. Submitting to unannounced or announced on-site inspections; or
 - c. Other monitoring as determined necessary by the Department.
- 4.17.2 In the event the Department determines the provider to be non-compliant, or at risk for non-compliance with contractual requirements, the Department shall have the right to impose special conditions or restrictions on the provider to bring the provider into compliance or to mitigate the risk of non-compliance.
- a. The Department shall provide written notification to the provider of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by the Department.
 - b. Special conditions or restrictions may include, but are not limited to:
 1. Requiring the provider to obtain additional technical assistance;
 2. Requiring additional levels of prior approval from the Department for agreement activities;
 3. Requiring additional or more detailed financial reports and/or other documentation;
 4. Additional, ongoing agreement monitoring/oversight by the Department.
- 4.17.3 The Department may require the licensed child care provider to submit and implement a corrective action plan to resolve any health or safety concerns, regulatory violations, or contractual violations. The Department shall provide written notification to the licensed child care provider of the requirement to submit and implement a corrective action plan, identifying the specific performance, regulatory requirements, or contractual requirements not being met and the expected corrective resolution.
- a. The provider shall submit a written corrective action plan to the Department within ten (10) calendar days of notification.
 - b. The corrective action plan must include the actions the provider proposes to take to remedy concerns, timeframes for achieving such, the staff responsible for the necessary action, the improvement that is expected, a description of how progress will be measured and a description of the actions to be taken to prevent the situation from recurring.
 - c. The Department will notify the provider in writing if the corrective action plan is approved or if modifications are required.
 1. In the event the Department requires changes to the corrective action plan, the provider shall submit a revised corrective action plan within ten (10) calendar days of receipt of the Department's notification that changes are required.
 - d. Failure of the provider to improve performance within the timeframes required in the corrective action plan may result in termination of the agreement and/or other remedies available to the Department.

5 Invoicing and Payment

- 5.1 The provider shall submit attendance through the Child Care Business Information System (CCBIS) <https://ccbis.mo.gov/KinderConnect>. The provider shall receive payment only for direct services provided within the authorization determined and provided in writing by the Department. The provider also agrees that rates charged for state paid child care shall not exceed rates charged for private/parent paid care.
- 5.2 The provider shall, within thirty (30) calendar days following the last day of each calendar month, submit attendance to the Department for services rendered to authorized clients by the provider during such month.
- 5.3 The Department will within forty-five (45) calendar days of receipt of the attendance, provided such attendance is submitted as outlined herein, initiate payment of authorized services provided.
- 5.4 The Department reserves the right to stop payments if there are questionable billing practices, until the questions can be resolved.
- 5.5 The provider shall maintain an active direct deposit account for child care payments made by the Department. The direct deposit application and instructions can be found at <http://dss.mo.gov/cd/info/forms/word/cd122.dotx>.
- 5.6 The provider shall perform services at the prices outlined at <https://apps.dss.mo.gov/childcarerates/> for the entire agreement period.
- 5.7 The provider shall accept the maximum base rates for payment for families receiving Child Welfare Services, as defined herein. The maximum base rates are inclusive of all child care services, therefore, the provider shall not collect any additional funds from Child Welfare Services families or children. Any additional funds include co-payments, enrollment fees, field trip fees, activity fees, transportation, etc. The provider shall not invoice the Department or the Child Welfare Services family for services which include enrollment, activity, late fees, or any other fees not associated with the direct care of the child. The Department has the authority to make payment for child care services provided to Protective Services children receiving Child Welfare Services based on current rates and payment policies.
- 5.8 The provider shall collect co-payment directly from income eligible families when the provider's rate for care is higher than the maximum base rate. The co-payment is not the sliding fee. The Department cannot take action on an income eligible family who does not pay their co-payment.
- 5.9 The provider may collect co-payment directly from adoption subsidy families when the provider's rate for care is higher than the maximum base rate, plus incentive paid by the division. In addition, the provider may collect additional funds to include enrollment fees, field trip fees, activity fees, transportation, etc.
- 5.10 The provider shall accept the maximum base rates for payment in full for income eligible families, unless it is allowed by the Department for the provider to accept a sliding fee. The provider shall accept a sliding fee from clients authorized for child care by the Department who are required by the Department to pay such a sliding fee. The provider further agrees that the amount payable by the Department per unit of service shall be the unit price less the aforementioned sliding fee. The income eligible family is responsible to pay their portion of the sliding fee. The provider must collect the sliding fee from the income eligible family within sixty (60) calendar days of the amount being due. Monies collected from income eligible families must be applied to the sliding fee first.
- 5.11 If the provider meets eligibility requirements established and approved by the Department, the Department reserves the right to make payments to the provider in excess of the maximum base rates, in the following instances:
- To pay the provider an additional child-specific payment for a child with special needs as approved by the Department; or
 - To pay the provider an additional amount per unit to a facility accredited by a state or national accrediting body, acceptable and approved by the Department.
 - The Department may implement and discontinue such additional amounts at its sole discretion and without further modification to the agreement.

- 5.12 The provider shall be paid the maximum base rate(s) by the Department for services provided under this agreement unless the provider submits Attachment A “Pricing Page” offering lower rate(s).
- 5.13 Payment for absences and/or holidays is allowed only for units when the child would normally be in care. An absence is any day an authorized child is not in attendance when the facility is open for business and other children are receiving child care services. A holiday is any day the facility is closed for any reason during normal operating hours, and no children are in care. This includes holidays, facility closing due to inclement weather or a provider vacation.
- 5.14 Payment for absences and/or holidays may be made for the authorized units the child is not in attendance subject to the following limitations, as long as the child attended a minimum of one unit in the month:
- a. Children authorized to attend twenty (20) or more units per month may be paid a maximum of five (5) absence and/or holiday units per month. Units are paid at the full, half or part-time rate based on the child’s authorized level of care.
 - b. Children authorized to attend two (2) to nineteen (19) units per month may be paid a maximum of three (3) absence and/or holiday units per month. Units are paid at the full, half or part-time based on the child’s authorized level of care.
 - c. Payment will not be made if the child did not attend at least one (1) unit of care in the month.
 - d. In no event will the Department reimburse providers for more than eleven (11) holidays during a fiscal year.
 - e. Payment shall be made for a combination of holidays and absences per month according to the limitations stated above.
 - f. Payment shall not be made for child absences and/or holidays if the child is not scheduled for attendance or was absent the entire month.
- 5.15 The provider shall not claim absences in lieu of holidays if all eleven (11) holidays have been exhausted within the fiscal year.
- 5.16 The provider shall submit payment issues and/or discrepancies through the provider payment resolution process within sixty (60) calendar days of verified service month by completing a Child Care Provider Payment Resolution Request form (CD-147) located at <https://dss.mo.gov/cd/info/forms/> and submitting it to the Department.

Exhibit 1

Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization

Business Entity Certification:

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

BOX A: To be completed by a non-business entity as defined below.

BOX B: To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <https://www.uscis.gov/e-verify>.

BOX C: To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing and Materials Management.

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

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

BOX A – Currently Not a Business Entity

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

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

I certify that I am not an alien unlawfully present in the United States and if _____ (Company/Individual Name) is awarded a contract for the services requested herein under _____ (Bid/SFS/Contract 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 Department of Social Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name
(Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

Exhibit 1 (continued)

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

Box B – Current Business Entity Status

I certify that _____ (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 bidder/contractor must perform/provide each of the following. The bidder/contractor should check each to verify completion/submission of all of the following:

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

Exhibit 1 (continued)

Affidavit of Work Authorization

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

Comes now _____ (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.)

_____ Authorized Representative's Signature	_____ Printed Name
_____ Title	_____ Date
_____ E-Mail Address	_____ E-Verify Company ID Number

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

_____ Signature of Notary	_____ Date
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Exhibit 1 (continued)

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

BOX C – Affidavit on File - Current Business Entity Status

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

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

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

E-Verify MOU Company ID Number

E-Mail Address

Business Entity Name

Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer

Date

Exhibit 2:

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

This certification is required by 2 CFR Part 180.

(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 #
_____ Authorized Representative's Printed Name	_____ Authorized Representative's Title
_____ Authorized Representative's Signature	_____ 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 2 CFR. 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 voluntarily 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 # 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.

If you are doing business as a Sole Proprietorship (must operate business using the owner's true name), you are exempt from registering with the Secretary of State. However, if you are doing business using any other name, you must register with the Secretary of State. *Example: John Smith (owner's true name) operates a business using the name John Smith LP Gas, you must register the business with the Secretary of State.*

<i>Charter Number (if applicable)</i>	<i>Company Name</i>
If exempt from registering with the Missouri Secretary of State indicate the specific exemption that applies to your business entity.	

If your business entity is not registered, you may go to the link provided below to register:

www.sos.mo.gov/fileonline

If you believe your business entity is exempt from registering with the Secretary of State due to one of the specific exemptions contained in the Missouri Revised Statutes, please indicate in your response the specific exemption that applies to your business entity.

Below are the exemption sections of the Missouri Revised Statutes for the most popular business entity types:

1. Sole Proprietorship using the owner's true name.
2. General Business - section 351.572, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=351.572&bid=18804&hl=>
3. Limited Liability Company - section 347.163.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=347.163&bid=18500&hl=>
4. Limited Partnership - section 359.551.5, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=359.551&bid=19476&hl=>
5. Non-Profit - section 355.751.2, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=355.751&bid=19289&hl=>
6. Professional Corporation - section 356.231, RSMo, located at:
<http://revisor.mo.gov/main/OneSection.aspx?section=356.231&bid=19340&hl=>

Note: Limited Liability Partnerships have no exemptions.

For questions regarding registration, contact the Missouri Secretary of State at:

corporations@sos.mo.gov or (573) 751-4153 (toll free 866-223-6535)

Exhibit 4

RELEVANT LITIGATION, PENDING INVESTIGATION, ASSESSMENT, SUBSTANTIATED FINDINGS

Relevant Litigation: Except for employment and workers' compensation matters, the provider/owner must disclose any relevant litigation within the past five (5) years involving the provider/owner or the provider's business, within five (5) business days from the date of notification. The provider/owner shall disclose the names of the parties (initials may be used in lieu of party name for minors); the Court and case number in which the case was filed; and a brief description of the claims or criminal charges brought. The provider/owner may include a copy of the complaint or petition.

No Relevant Litigation to disclose: <input type="checkbox"/> (check if this applies)				
Names of the Parties (initial may be used in lieu of party name for minors)	Court	Case Number	Brief Description of the Claims or Criminal Charges Brought	Approved Y/N (CD Use Only)
1.				
2.				
3.				
4.				
5.				

Pending Investigation, Assessment, or Substantiated Findings: List pending investigation or assessment or "substantiated finding" on the provider/owner.

Authorized Signature of Provider/Owner

Date

Authorized Acceptance from Children's Division

Date

PRICING PAGE

PLEASE NOTE: This form should only be completed by providers that agree to accept less than the maximum base rate(s) paid by the Department.

Providers that are willing to accept less than the maximum base rate(s) as outlined at <https://apps.dss.mo.gov/childcarerates> must enter the lower firm fixed daily rate in the table below for all age groups and time periods that apply to the provider's facility and return this Pricing Page with the Provider Agreement to the Department.

Infant – Under Age 2	CODES	DAYTIME Mon-Fri 6:00 a.m. to 7:00 p.m.	CODES	EVENING Mon-Fri 7:01 p.m. to 5:59 a.m.	WEEKEND Sat 6:00 a.m. to Sun 7:00 p.m.
Full Time - 5 to 12 Hours	INF		IEF		
Half Time - At Least 3 and up to 5 Hours	INH		IEH		
Part Time - At Least 1/2 and up to 3 Hours	INP		IEP		
Preschool – At Least Age 2 but Less Than 5	CODES	DAYTIME Mon-Fri 6:00 a.m. to 7:00 p.m.	CODES	EVENING Mon-Fri 7:01 p.m. to 5:59 a.m.	WEEKEND Sat 6:00 a.m. to Sun 7:00 p.m.
Full Time - 5 to 12 Hours	PSF		PEF		
Half Time - At Least 3 and up to 5 Hours	PSH		PEH		
Part Time - At Least 1/2 and up to 3 Hours	PSP		PEP		
School Age – Age 5 Years and Older	CODES	DAYTIME Mon-Fri 6:00 a.m. to 7:00 p.m.	CODES	EVENING Mon-Fri 7:01 p.m. to 5:59 a.m.	WEEKEND Sat 6:00 a.m. to Sun 7:00 p.m.
Full Time - 5 to 12 Hours	SAF		SEF		
Half Time - At Least 3 and up to 5 Hours	SAH		SEH		
Part Time - At Least 1/2 and up to 3 Hours	SAP		SEP		