Agreement For Services

Missouri Department of Social Services
Children's Division
Early Childhood Section
P.O. Box 88
Jefferson City, MO 65103

Title: **Registered Child Care Provider**
Caring for Six or Fewer Children

Agreement Period:
1 Year - Exact Begin & End Date Stated on the Certificate of Registration

PROVIDER NAME:	**DVN:**

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.ASKCCPRU@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 65103

The undersigned hereby agrees to provide the services and maintain compliance, pursuant to the requirements of this document. Upon receiving a certificate of registration, a binding agreement shall exist between the provider and the Department of Social Services.

Authorized Signature of the Provider | Date | Printed Name and Title

Address Where Care is Provided | City | State | Zip

County Where Care is Provided | Phone Number | Alternate Phone Number

Physical Address of Provider | City | State | Zip

IRS Form 1099 Mailing Address (Address of Record) | City | State | Zip

E-mail Address (Required) | SSN or FEIN | MO Professional Development Registry ID# (MOPD ID)

MY CHILD CARE BUSINESS OPERATES IN (CHECK ONLY ONE BOX):

☐ My home and I will not care for more than six children, regardless of relationship.

☐ The child's home: the children in my care reside in the home and the total number of children in my care is no more than six.

I CERTIFY THAT (CHECK ALL THAT APPLY):

☐ I understand that included in the limit of six (6), a provider can have a maximum of three (3) children under the age of two (2), at the same physical address AND all children living in the home where care is provided, who are eligible for enrollment in a public kindergarten, elementary, or high school, **shall not** be considered in the total number of children being cared for.

☐ My Tuberculosis (TB) Risk Assessment form has been completed by a medical professional and I have my results to provide during the on-site monitoring visit.

☐ My Physical and Mental Health Assessment form has been completed by a medical professional and I have my results to provide during the on-site monitoring visit.

☐ I have completed the required Health and Safety training in accordance with 13 CSR 35-32.070.

RETURN ONLY THIS PAGE OF THE AGREEMENT TO THE CHILDREN'S DIVISION.

1 Introduction and Background Information

1.1 The Missouri Department of Social Services (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 mission of the Missouri Department of Social Services is to "Empower Missourians to live safe, healthy, and productive lives."

1.3 The agreement period shall be the dates specified on the Certificate of Registration.

1.4 <u>Definitions:</u>

a. **Certificate of Registration** - the legal document issued to a child care provider by the division for a period not to exceed one (1) year which indicates the child care provider has met the minimum health and safety requirements, subject to compliance with sections §§ 210.1080 and 210.027, RSMo and the applicable provisions of 13 Code of State Regulation (CSR) 35-32.

b. **Child Care Business Information Solution (CCBIS) –** the electronic attendance collection system provided by the Department.

c. **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 home or home exempt from licensure with a valid Certificate of Registration.

d. **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 art 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.

e. **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.

f. **Daytime Care** – begins at 6:00am and ends at 7:00pm Monday through Friday.

g. **Evening Care** – begins or ends within the designated time frame of 7:01pm to 5:59am regardless of the day of the week.

h. **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.

i. **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.

j. **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.

k. **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.

l. **Infant** – includes any child under the age of two (2) years.

m. **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.

n. **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.

o. **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.

p. **Pre-school** - includes any child at least two (2) but less than five (5) years of age.

q. **School Age** –includes any child five (5) years of age or older.

r. **Sliding Fee** – the income eligibility 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.

s. **Special Needs Child** - a child under age eighteen (18) (up to and including the month they turn 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 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.

t. **Sponsor** – any person designated by apparent or guardian to sign a child in to care and/or out of care in the electronic attendance system.

u. **Weekend Care** – begins or ends within the designated times of Saturday morning at 6:00am to Sunday evening at 7:00pm. Eligibility for evening/weekend maximum base rates are only valid when the facility is licensed to operate within the evening/weekend tie designations as specified herein.

2 General Performance Requirements

2.1 The provider shall provide child care services for 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 has a valid Certificate of Registration issued by the Department of Social Services, Children's Division.

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 to the provider through this agreement.

2.2 Coordination:

2.2.1 The provider shall coordinate all agreement activities with designated representatives of the Department.

2.2.2 The provider shall attend and/or otherwise participate in orientation, training, planning, and other meetings with the Department, as required.

2.2.3 In the course of providing the services required herein, the provider shall collaborate with other agencies, resources and individuals as requested by the Department.

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 such from unauthorized disclosure. The provider shall ensure the timely review and response to e-mailed documents and information.

2.4 Debarment Certification:

2.4.1 The provider certifies by signing the application 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. In the event the provider becomes 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.

3 Specific Performance Requirements

3.1 The provider shall provide child care services to no more than six (6) children, regardless of relationship pursuant to § 210.211, RSMo.

a. Children who live in the caregiver's home and who are less than five (5) years old, ***shall*** be counted in the ratio of 6 children in care. Children who live in the caregiver's home and who are eligible for enrollment in a public kindergarten, elementary, or high school ***shall not*** be considered in the total number of the children being cared for.

3.2 The provider may provide child care services to a maximum of three (3) children under the age of two (2), at the same physical address, but shall not exceed a total of six (6) children as stated in 3.1.

3.3 The provider is the sole caregiver of the children in care and will not engage another person to take over the provider duties as the primary caregiver for the time the children are authorized for care to the provider.

3.4 The provider shall report all household members to the Department of Social Services and all background screening requirements shall be met pursuant to 210.1080, RSMo, and 13 CSR 35- 32.070, as applicable.

3.5 The provider shall maintain a valid Certificate of Registration through the Missouri Department of Social Services, Children's Division (DSS/CD) throughout the entire agreement period. The provider shall comply with all applicable state laws regarding child care registration requirements as established by DSS/CD, and all rules, regulations, and policies established by the Department, including but not limited to 13 CSR 35-32.070. In the event the DSS/CD takes action to revoke the provider's Certificate of Registration, the Department reserves the right to terminate the provider's agreement, regardless of whether the provider appeals the decision of the revocation. All child care services must be provided at the physical location as specified on the DSS/CD Certificate of Registration.

3.6 The provider shall complete all trainings required by the Department within the timeframes outlined by the Department in accordance with 13 CSR 35-32.070. Pediatric First Aid/Cardiopulmonary Resuscitation certification must be from a DSS approved national model, shall be current, and maintained current. Following the first year of training, the provider shall complete six (6) hours of training available through the MO Workshop Calendar annually thereafter. The provider shall register with the Department's designated professional development registry and secure a professional development identifier to complete and track required trainings.

3.7 The provider shall not be authorized or paid for the provision of services to their own children; this includes biological, adopted, or foster child(ren).

3.8 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 (§ 210.115, RSMo).

3.9 The provider shall provide parental access to the parent's child(ren), the provider, and records on the parent's child(ren) while their child(ren) are in care.

3.10 Only one provider may maintain a Certificate of Registration at a given address.

3.11 If the child care provider is providing care for a child in the child's own home, the child care provider understands that child care shall not be provided to any child that does not reside in the home where care is provided.

3.12 The provider shall not be engaged in any other employment while providing child care services.

3.13 The provider shall notify the Department in writing at least thirty (30) 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.

3.14 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.

3.15 The provider shall maintain an active mailing and e-mail address for receipt of notices and correspondence required by this agreement and shall notify the Department in writing of any change in the provider's official name, physical address, mailing address, telephone number, email address, or a change and/or addition in household members who are seventeen or older, and any child less than seventeen years of age who has been certified as an adult for the commission of a crime, at least ten (10) calendar days prior to the effective date of the change. A physical address change will immediately terminate a Certificate of Registration and this agreement.

3.16 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.

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.

3.17 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:

a. The name of each child for whom reimbursement is requested;

b. The date(s) each child was in attendance and each child's time of arrival and departure;

c. 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

d. 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, regulation, or Department policy.

3.20 The child care provider shall maintain an accurate register of all children who receive care from the provider.

a. At a minimum, the register shall contain the following information for each child served under the agreement with the Department:

1. The child's full name and date of birth;
2. The name, address, e-mail address, phone number, and other necessary contact information for each person legally responsible for each child;
3. Record of completed immunizations;
4. Allergies to food, medications, insects, or other materials;
5. Daily medications, including dosage, time of administering, and route for administering;
6. Listing of persons authorized to pick-up and drop-off child as approved by person legally responsible for the child; and
7. For infants, feeding times and amount of breast milk or formula per feeding.

3.21 The provider shall notify all custodial parents and legal guardians of the child care provider's

a. Phone number;

b. Discipline policy; and

3.22 Emergency preparedness and response plan.

3.23 The provider shall notify custodial parents and legal guardians if the provider does not have immediate access to a telephone and provide parents with an alternative, effective method of communication.

3.24 **Child Care Business Information Solution**

3.25 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:

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

3.27 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.

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

3.29 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.

3.30 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 amendments to the agreement.

4.1.2 The parties shall be construe this agreement according to the laws of the State of Missouri. This agreement shall govern the terms and conditions of the agreed upon 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 shall not transfer any interest in the agreement, whether by assignment or otherwise, without the prior written consent of the Department.

4.1.6 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 to be the official, legal record and shall have the same force and effect as would a paper document.

4.2 Amendment, Termination and 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 accomplished by a formal, written agreement amendment. 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 notice from the Department, without penalty or termination costs. The registered child care provider may request an administrative review of the decision to terminate the agreement within ten (10) business days of notification. The reasons for immediate termination by the Department may include, but not be limited to, the following events:

a. Provider has individuals residing within the child care home who have a substantiated Child Abuse or Neglect report or other offenses as outlined in 13 CSR 35-32.070;
b. Provider committed an intentional violation which is 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.
c. Provider failed to report child abuse and neglect;
d. Provider failed to report death or serious injuries;
e. Provider has relatives residing in the home in which services are provided who are not legally

allowed in the presence of children;

f. Provider failed to cooperate in a Welfare Investigative Unit investigation, Child Abuse and Neglect investigation or assessment, compliance review, or audit; or

g. DSS/CD takes action to immediately revoke the provider's child care Certificate of Registration;

h. Provider failed to disclose all persons in the provider's home who are subject to a check of the Family Care Safety Registry or Criminal Background Screening, as applicable;

i. Health and safety issues exist, as determined on a case by case basis by the Department, that negatively impact the safety and well-being of the children in the provider's care and the provider fails to rectify the issues;

j. Provider's business or billing practices are questionable, including, but not limited to incomplete or inaccurate attendance records or invoices, multiple changes to attendance records following payment for services by the Department, failure to follow Generally Accepted Accounting Practices, or other issues found through Department audits, on-site monitoring, substantiated complaints, or other actions that call into question record keeping or billing practices;

k. Provider is non-compliant with agreement requirements; or

l. The Department has reason to believe the provider has failed to follow all federal or state laws, regulations, local or municipal ordinances, or terms of this agreement.

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 breach of contract 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 be required to pay for services rendered or goods provided after 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 or the provider's address of record.

4.3 Subcontracting:

4.3.1 The provider shall not subcontract for services outlined herein.

4.4 Conflict of Interest:

4.4.1 The provider certifies that the provider has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the agreement the provider shall not acquire any other contractual relationships which 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. Such notification shall be submitted to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.

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.

4.4.2 In accordance with state and federal laws and regulations, state executive order, 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.

4.4.3 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 written approval shall be obtained from the Director of the Department.

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

4.4.5 The provider shall not represent himself or herself as an employee of the Department or the State of Missouri.

4.5 <u>Business Compliance:</u>

4.5.1 The provider must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing the agreement that they are presently, and will remain, in compliance with such laws.

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

4.5.3 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.

4.5.4 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.

4.6 <u>Personnel and Staffing:</u>

4.6.1 A provider registered to serve six (6) or fewer children, regardless of relation, shall not employ or use volunteers to provide care for children under this agreement.

4.7 <u>Federal Funds Requirements:</u>

4.7.1 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.

4.7.2 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.

4.7.3 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.

4.7.4 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 such time as the Department notifies the provider, in writing, that funding has been restored and work activities may resume.

4.8 <u>Financial Requirements:</u>

4.8.1 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 necessary to conduct state governmental affairs.

4.8.2 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, 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.

4.8.3 Payments due under the terms of the agreement shall be made by the Department 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 § 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.

4.9 <u>Provider Liability:</u>

4.9.1 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.

4.9.2 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.

4.10 Insurance:

4.10.1 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 related to the provider's performance under the agreement.

4.10.2 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.

4.11 Human Rights:

4.11.1 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.

4.11.2 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.

4.11.3 The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits, and inspection of relevant documentation of the provider.

4.12 Recordkeeping and Reporting Requirements:

4.12.1 The provider shall submit itemized reports, records, and information at the request of the Department.

4.12.2 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. The number and type of children served (i.e. private pay or subsidy eligible);

c. Any and all records necessary for performing a full audit of the provider's performance under the agreement; and

d. Other relevant records.

4.12.3 The provider shall allow the Department or its authorized representative to inspect and examine the provider's premises and/or records which 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.

4.12.4 The provider shall promptly provide the Department with access to subsidy eligible children and records of subsidy eligible children without limitation.

4.12.5 The provider shall retain all records pursuant to 13 CSR 35-32.130. Records pertaining to the agreement shall be retained for five (5) calendar years after the close of the agreement year unless audit questions have arisen or any legal action is contemplated or filed within the five year (5) limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The provider shall safeguard and retain such records for such additional time as directed by the Department. The obligation of the provider to retain and produce records shall continue even after the agreement expires or is otherwise terminated by either party. Retention and production costs shall be the responsibility of the provider.

4.13 <u>Confidentiality:</u>

4.13.1 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.

4.13.2 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.

4.13.3 No reports, documentation, or materials prepared as required by this agreement which pertain to individually identifiable persons shall be released to the public without the prior, written consent of each party, unless otherwise required by law.

4.13.4 If required, each party and any required personnel of each party must sign specific documents regarding confidentiality, security, or other similar documents upon request.

4.13.5 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.

4.14 <u>Notification Requirements:</u>

4.14.1 The provider shall immediately 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.

4.14.2 The provider shall report child deaths and serious injuries to the Division within twenty-four (24) hours of the incident, using a form provided by the Division. The report shall be made online at https://apps.dss.mo.gov/ChildCareFraud/AddSeriousInjuryOrDeath.aspx. This includes, but is not limited to:

4.14.3 The death of a child if the child died while in the care of the child care provider;

4.14.4 The death of a child enrolled at the child care provider if the child died of a contagious disease; or

4.14.5 A "serious injury" to a child that occurs while the child is at the child care provider or away from the child care provider's facility but still in the care of the child care provider, if an injury results in the child being treated by a medical professional or admitted to a hospital.

4.15 Miscellaneous:

4.15.1 Unless otherwise specified, the provider shall be responsible for furnishing all material, labor, facilities, equipment, and supplies necessary to perform the services required.

4.15.2 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.

4.15.3 The provider shall fully cooperate with all investigations conducted by the Department, its agents, state or federal agencies, or law enforcement entities which relate, directly or indirectly, with the performance of this agreement.

4.15.4 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.

4.15.5 The provider shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that any and 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.

4.15.6 The provider shall not utilize physical or corporal punishment including, but not limited to, spanking, slapping, shaking, biting, or pulling hair;

4.16 Agreement Monitoring/Compliance:

4.16.1 The Department has the right to monitor the agreement throughout the effective period of the agreement to ensure compliance with contractual requirements. 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.

a. The provider shall cooperate with any Department review of records and other documentation related to the provider's performance under the agreement.

4.16.2 In the event the Department determines the provider to be non-compliant, or at risk for non-compliance with contractual requirements or regulations, 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 or provider education/training;
2. Requiring additional levels of prior approval from the Department for agreement activities;
3. Requiring additional or more detailed financial reports, attendance records, and/or other documentation;
4. Submitting to unannounced or announced on-site inspections; and
5. Additional, ongoing agreement monitoring/oversight by the Department.

c. In the event the Department requires the provider to submit and implement a corrective action plan, the Department shall provide written notification to the provider, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution.

d. The provider shall submit a written corrective action plan to the Department within the timeframes specified in the Department notification.

e. The corrective action plan must include the actions the provider proposes to take to remedy concerns, timeframes for achieving such, the person(s) 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.

f. 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 five (5) working days of receipt of the Department's notification that changes are required.

g. Failure of the provider to improve performance within the timeframes required in the approved 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 invoices through the Child Care Online Invoicing System (CCOIS) https://apps.dss.mo.gov/CCONLINE//wbFMB9LogonCCInv.asp or through the Child Care Business Information Solution (CCBIS) upon implementation of the solution. The provider shall invoice for direct services provided. Provider will be paid for 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) days following the last day of each calendar month, invoice or submit attendance to the Department for services rendered to authorized clients, by the provider, during such month.

5.3 Within forty-five (45) days of receipt of the invoice or attendance to the Department, provided such invoice or attendance is submitted as outlined herein, the Department will initiate payment of such invoice.

5.4 The Department has the authority to stop payments if there are questionable billing practices, such as incomplete attendance records, multiple changes to attendance records following payment for services by the Department, or other issues found through Department audits of the provider, 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 (i.e., Children's Division) 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 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 of child care services for Child Welfare children based on current rates and payment policies.

5.8 The provider shall collect any 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 which does not pay their co-payment.

5.9 The provider shall not collect additional funds from an income eligible family if the provider charges less than the maximum base rate to other non-income eligible families.

5.10 The provider shall not require adoptive parents to pay a co-payment when the provider's rate for care is higher than the maximum base rate, plus incentive payments paid by the division. However, the adoptive parent may choose to pay a co-pay as long as the co-pay is not required to secure a child care slot.

5.11 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) days of the amount being due. Monies collected from income eligible families must be applied to the sliding fee first.

5.12 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:

a. To pay the provider an additional child–specific payment for a child with special needs as approved by the Department; or

b. To pay the provider an additional amount per unit to a facility accredited by a state or national accrediting body, accepted, and approved by the Department.

c. The Department may implement and discontinue such additional amounts at its sole discretion and without further modification to the agreement.

5.13 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).

5.14 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 and facility closings due to inclement weather or a provider vacation.

5.15 Payment 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 (1) 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. The Department does not guarantee payment of absences and/or holidays.

f. Payment shall not be made for child absences and/or holidays if the child is not authorized for attendance or was absent the entire month.

5.16 The provider shall not claim absences in lieu of holidays if all eleven (11) holidays have been exhausted within the fiscal year.

5.17 The provider shall submit payment issues and/or discrepancies through the provider Payment Resolution process within sixty (60) days of verified service month by completing a Child Care Provider Payment Resolution Request form http://dss.mo.gov/cd/info/forms/ and submitting it to the Department.

Attachment A

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