

**SUMMER FOOD SERVICE PROGRAM
BUREAU OF COMMUNITY FOOD AND NUTRITION ASSISTANCE**

- 1.0 General Contractor Responsibilities:** In order for the Missouri Department of Health and Senior Services, Section for WIC & Community Nutrition Services (Department) to carry out the purpose of providing nutritious meals to eligible children through the Summer Food Service Program (Program), Section 13 of the Richard B. Russell National School Lunch Act, as amended (42 U.S.C. 1761), and regulations governing the Program issued there under (7 CFR Part 225); and

In order to protect the health of Missouri's children by increasing the proportion of children who consume nutritionally adequate diets, and to reduce the burden of chronic diseases by increasing the proportion of Missourians eating a well-balanced diet; and

In order to decrease the proportion of children and adolescents who are at nutritional risk for chronic disease and to reduce hunger by increasing food security among Missouri households, **the Contractor shall perform the following:**

1.1 Administration

- 1.1.1 Operate the Program in accordance with the following which are incorporated by reference herein: the provisions of 7 CFR Part 225, all U.S. Department of Agriculture Instructions and handbooks that exist to interpret and clarify the Program regulations and which are consistent with said provisions, the Administrative Guidance for Sponsors, the Vended Sponsor's Guide, the Site Supervisor's Guide, the Monitor's Guide, the Nutrition Guidance for Sponsors, the Creditable Food Guide, and all applicable publications as issued by the Department.
- 1.1.2 Operate a nonprofit food service for children in accordance with 7 CFR Section 225.6(e).
- 1.1.3 Prepare meals on-site or contract with a local school food authority or with a commercial enterprise for the preparation and delivery of meals.
 - 1.1.3.1 Comply with the bidding, contractual, and procurement procedures required by the State of Missouri and set forth in 7 CFR Part 225.
 - 1.1.3.2 Submit to the Department with Program application materials, copies of all contracts between Contractor and food service management companies, along with a certification of independent price determination, as necessary.
 - 1.1.3.3 Review a food service management company's operations before contracting with it, to ensure that it does not obligate itself beyond its meal service capacity.

- 1.1.4 Submit a free meal policy statement in accordance with 7 CFR Section 225.6(c) during the first year of Program operation, and thereafter at the Department's request.
- 1.1.5 In the case of enrolled sites, maintain documentation on file to verify that at least one-half of the children enrolled in the Program are eligible for free or reduced-price school meals. In the case of open sites, maintain documentation on file to verify that at least one-half of the children enrolled in the school in the area served by each site are eligible for free or reduced-price school meals, or that at least one-half of the population of the census tract(s) served by each site is at or below 185% of the Federal poverty level.
- 1.1.6 Ensure Program viability by:
 - 1.1.6.1 Maintaining a financial management system in order to track income and expenditures.
 - 1.1.6.2 Hiring and retaining adequate supervisory and operational personnel to carry out all Program requirements.
 - 1.1.6.3 Certifying that full administrative authority and oversight will be exercised over all sites under its sponsorship.

1.2 Meal Service

- 1.2.1 Offer, in the case of sponsors who are school food authorities, and, serve, in the case of sponsors who are not school food authorities, approved types of meals in accordance with 7 CFR Section 225.16.
- 1.2.2 Apply for and receive, if eligible, food commodities in quantities that may be efficiently used in the Program. Such food commodities will be administered and distributed by the Department of Social Services, Family Support Division, Food Distribution Unit.
- 1.2.3 Serve the same meals to all children, except that individual substitutions may be made for children with special health care needs, with Department permission, in accordance with 7 CFR Section 225.16(f)(4). All meals served shall meet the requirements set forth in 7 CFR Section 225.16 and shall be served during period(s) designated as the meal service period(s) on the Site Information Sheet CACFP-1001.
 - 1.2.3.1 Obtain prior written approval from the Department for changes made in the time period or location of any meal service.
- 1.2.4 Record meal counts for each participant at the point of service.
- 1.2.5 Adjust the numbers of meals prepared on a daily basis to limit the number of excess meals prepared to no more than 10% of total meals served.

- 1.2.6 Have a provisional plan on file for the service of meals to 100% of the children attending each site daily.
- 1.2.7 Ensure children remain on-site while they consume the meals. At the sponsor's discretion, certain pre-packaged, non-perishable food items may be removed from the site by participating children to be consumed at a later time.

1.3 Sanitation

- 1.3.1 Maintain proper sanitation and health standards in conformance with all applicable state and local laws for the storage, preparation, and service of food, and correct any deficiencies found by health officials.
- 1.3.2 Assure the availability of adequate facilities to properly store, prepare, and serve food.

1.4 Monitoring

- 1.4.1 Assure that required monitoring is done for all food service sites, in accordance with the requirements set forth in 7 CFR Section 225.15(d)(2-3) and the Monitor's Guide issued by the Department. Contractor shall monitor, on site, all approved food service sites at least once in the first week of Program operations, and again within the first four weeks of Program operations. The Contractor shall specify in writing the action that must be taken to correct deficiencies in Program requirements and a timeframe for correction. Additional monitoring of sites shall be conducted to assure that deficiencies have been corrected.
- 1.4.2 Maintain documentation of site visits and reviews on forms provided by the Department.
- 1.4.3 Establish and document procedures to correct problems observed during any required monitoring site visit(s), including corrective action, follow-up and closing of site(s).

1.5 Training

- 1.5.1 Conduct training for all personnel with assigned Program responsibilities (office, administrative, food service, and site personnel) with regard to Program duties and responsibilities. Allow no site to operate until its personnel have attended such training sessions. At a minimum, training of site personnel shall include: purpose of Program, site eligibility, civil rights, recordkeeping, site operations, meal pattern requirements, and duties of a monitor. Contractor shall provide training throughout the contract period to ensure that administrative and site personnel are thoroughly knowledgeable in all areas of Program administration and operation and are provided with sufficient information to enable them to carry out their Program responsibilities.
- 1.5.2 Provide documentation to the Department certifying that all personnel have successfully completed required training conducted by the Contractor, as set forth in section 1.5.1 above.

1.5.3 Attend training required by the Department.

1.6 Reimbursement

1.6.1 If a second or third advance is requested, provide accurate attendance information to the Department by June 20 for the second advance and by July 21 for the third advance, in accordance with 7 CFR Section 225.9.

1.6.2 Claim reimbursement only for the type or types of meals approved and served without charge to eligible children during the approved meal service period at approved sites.

1.6.3 Submit claims for reimbursement via the web-based claiming system in accordance with procedures established by the Department. Claims must be submitted and received by the Department within 60 calendar days following the last day of the month claimed in order to be eligible for reimbursement. The Department shall have no obligation to pay claims received after 60 days. Revised claims must be received by the Department within 90 calendar days following the last day of the month claimed in order to be eligible for reimbursement.

1.6.4 Verify that claims for reimbursement are correct and meal count records are available to support them.

1.6.5 Maintain documentation of a non-profit food service program. Ensure that costs used to calculate non-profit food service are actual costs incurred by the Program, allowable as defined in the U.S. Department of Agriculture—Food and Nutrition Service Instruction 796-4, Rev. 4, and supported by said records.

1.6.6 Ensure that meals reimbursed by other programs are not included on the claim for reimbursement. The Contractor will not be reimbursed for such meals by the Department.

1.6.7 At non-camp sites, serve meals without cost to all children.

1.6.8 At camp sites, claim meals only for eligible children (children who are not eligible for free meals may be charged a fee for meals).

1.7 Debt Repayment

1.7.1 In the event that overpayments are identified and pursuant to 7 CFR 225.12, agree to an overpayment payment schedule and that such overpayments shall be deducted from future claim payments except in the event that no future claim payments are due. For such an event, the Contractor shall remit the full amount of the overpayment pursuant to 7 CFR 225.12, within 30 days of receipt of the notice of the overpayment.

1.7.2 Any and all representative of the contractor that signs this agreement on behalf of the contractor is aware of his/her personal responsibility for

repayment in the case of an overpayment and acknowledges that he/she is personally liable for repayment of any overpayment. In addition, any and all principal of the contractor is aware of his/her personal responsibility for repayment in the case of an overpayment and acknowledges that he/she is personally liable for repayment of any overpayment.

1.8 Outreach

- 1.8.1 Conduct outreach to eligible families in the Contractor's service area. Coordinate with the Migrant Agency in the service area, if applicable, to assure migrant children have access to meals.
- 1.8.2 Increase participation at each food service site by 10% from the previous year's participation. Contractors showing no increase or a decrease in participation may be required to submit an outreach plan prior to participation in the following year, at the discretion of the Department.

2.0 Department Responsibilities

To the extent that funds are appropriated and available, the Department shall:

- 2.1 Forward advance payments, if requested and approved, to the Contractor in accordance with 7 CFR Section 225.9. A second or third advance payment will not be issued until the prior month's attendance information is received by the Department by the deadlines set forth in section 1.6.1 above.
- 2.2 Pay reimbursements, during each applicable fiscal year, based on the Reimbursement Rates for Summer Food Service Program ("Meal Rates") posted annually by the US Department of Agriculture' Food and Nutrition Service on its website at <http://www.fns.usda.gov/cnd/summer/ReimbursementRates/ReimbRates.htm> as authorized by 7 CFR 225.9(d)(9).
- 2.3 Provide the required training and technical assistance.
- 2.4 Monitor Program operations in accordance with Program requirements as set forth in 7 CFR Section 225.7(d)(2):
 - Conduct a review of every new sponsor at least once during the first year of operation;
 - Annually review a number of sponsors whose program reimbursements, in the aggregate, accounted for at least one-half of the total program meal reimbursements in the State in the prior year;
 - Annually review every sponsor which experienced significant operational problems in the prior year;
 - Review each sponsor at least once every three years; and
 - As part of each sponsor review, conduct reviews of at least 10 percent of each sponsor's sites, or one site, whichever number is greater.

- 2.5 Make adjustments to claims for reimbursement, as needed, when Contractor fails to comply with requirements.
- 2.6 Provide opportunity, in accordance with the requirements set forth in 7 CFR Section 225.13, to appeal actions taken by the Department that deny all or part of a claim for reimbursement, or suspend, terminate or otherwise adversely affect this Contract.

3.0 Special Provisions

- 3.1 All applicable laws, regulations or rules specifically referenced in this contract, shall be incorporated herein as if fully set out.
- 3.2 The Contractor shall comply with the Richard B. Russell National School Lunch Act, Sections 9, 13 & 14, as amended, 42 U.S.C. 1758 and 1761; 7 CFR Part 225; Sections 191.810 and 191.813, RSMo; and 19 CSR 45-5.060.
- 3.3 The Contractor and any sub-contractors shall assure the Department that it will comply with all requirements imposed by the regulations of the United States Department of Agriculture (USDA) (7 CFR Part 15), Department of Justice (28 CFR Parts 42 and 50) and Food and Nutrition Service (FNS) directives or regulations issued pursuant to that Act and the regulations, to the effect that, no person in the United States shall, on the ground of race, color, national origin, sex, age or disability be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination under any program or activity for which the Program applicant received Federal financial assistance from the Department; and will immediately take any measures necessary to effectuate this requirement.
- 3.4 The assurance contained in paragraph 3.3 is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants and loans of Federal funds, reimbursable expenditures, grant or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use, Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease for furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by the Department. This includes any Federal agreement, arrangement, or other contract, which has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.
- 3.5 By accepting this assurance, the Contractor and any subcontractor shall compile data, maintain records and submit reports as required, which permit effective enforcement of Title VI and permit authorized USDA and Department personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance with Title VI. If there are any violations of this assurance, USDA and/or the Department shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, any subcontractor, their successors, transferees, and assignees as long as they receive assistance or retain possession of any assistance from the Department.

- 3.6 The Contractor may subcontract for the provision of services as described in this contract, provided that any subcontract include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Contractor and the Department, including the civil rights requirements set forth in 19 CSR 10-2.010(5)(A)-(L), if applicable, and provided that the Department approves the subcontracting arrangement prior to finalization. The Contractor shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described herein.
- 3.6.1 The Contractor shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subcontract rests solely with the Contractor; and the Contractor shall assure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor shall agree and understand that utilization of a subcontractor to provide any of the equipment or services in this contract shall in no way relieve the Contractor of the responsibility for providing the equipment or services as described and set forth herein.
- 3.7 Pursuant to RSMo 285.530 (1) no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.550, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530 (1), if the contract binding the contractor and subcontractor affirmatively states that
- a. the direct subcontractor is not knowingly in violation of RSMo 285.530 (1) and
 - b. shall not henceforth be in such violation and
 - c. the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- 3.8 The Contractor shall be responsible for assuring that all personnel including those of any subcontractor(s), are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this contract; and documentation of such licensure or certification shall be made available upon request.
- 3.9 The Contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, and funding source information as included herein.
- 3.10 Notwithstanding paragraphs 3.6, 3.6.1, 3.7, and 3.8, in accordance with 7 CFR Section 225.15, no Contractor may contract out for the management responsibilities of the Program described in this section.
- 3.11 If the Contractor has not already submitted a properly completed State Vendor Automated Clearing House Electronic Funds Transfer (ACH/EFT) Application for deposit into a bank account of the Contractor, such Application shall be completed and submitted per this section, as the Department will make payments to the Contractor

through Electronic Funds Transfer. Payment will be delayed until the ACH/EFT application is completed and approved.

- a. A copy of State Vendor ACH/EFT Application and completion instructions may be obtained from the Internet at:
<http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>.
- b. The Contractor must fax the ACH/EFT application to: Office of Administration, Division of Accounting at 573-526-9813.

3.12 This agreement is considered permanent, however:

- (1) Following any fourteen-month period during which no services have been provide by the Provider under this Agreement, this Agreement shall cease.
- (2) This agreement is subject to termination with no right to hearing, for reasons related to lack of funding, for placement by the federal government on any list or status making it unqualified to receive federal funds, or for the convenience of the state.
- (3) This agreement is subject to termination “for cause” with a right to hearing, for any failure to adhere to Summer Food Services Program requirements.
- (4) This agreement is subject to amendment as necessary to ensure compliance with all federal and state requirements.

3.13 Affidavit of Work Authorization and Documentation

3.13.1 Pursuant to section 285.530, RSMo, if the Contractor meets the section 285.525, RSMo definition of a “business entity” (<http://www.moga.mo.gov/statutes/C200-299/2850000525.HTM>), the Contractor must affirm the Contractor’s enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Contractor should complete applicable portions of Exhibit A, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit A must be submitted prior to an award of a contract.

3.14 Contractor’s Personnel

3.14.1 If the Contractor meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Contractor’s business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Contractor shall, prior to the performance of any services as a business entity under the contract:

(1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND

(2) Provide to the Missouri Department of Health and Senior Services the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

(3) Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

3.14.2 In accordance with subsection 2 of section 285.530 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

3.15 Healthy, Hunger-Free Kids Act 2010

3.15.1 The Contractor agrees to abide by the requirements set forth in Section 12(b) of the Richard B. Russell National School Lunch Act, 42 U.S.C. 1760(b), as amended by Section 361 of the Healthy, Hunger-Free Kids Act of 2010 (Public Law 111-296) to support full use of Federal Funds provided to the Contractor for the administration of the Child Nutrition Program.

3.16 Data Universal Numbering System

3.16.1 Pursuant to 2 CFR 25, the Contractor shall provide its Data Universal Numbering System (DUNS) number, unless the Contractor is an exempt individual as per 2 CFR 25.110(b). The Contractor shall fully complete the Contractor/Subawardee Data Form, that is attached as Exhibit B and incorporated by reference as if fully set out here. Pursuant to 2 CFR 25.205, the "award" as defined in 2 CFR 25.305 shall be withheld until Exhibit B has been submitted to and verified by the Department.

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

BUSINESS ENTITY CERTIFICATION:

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

- | |
|---|
| <p><u>BOX A:</u> To be completed by a non-business entity as defined below.</p> <p><u>BOX B:</u> To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.</p> <p><u>BOX C:</u> 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.</p> |
|---|

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 utilizes 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 **Summer Food Service Program** (Contract Title) and if the business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, _____ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Missouri Department of Health and Senior Services with all documentation required in Box B of this exhibit.

Authorized Representative's Name (Please Print)

Authorized Representative's Signature

Company Name (if applicable)

Date

EXHIBIT A, continued

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

BOX B – CURRENT BUSINESS ENTITY STATUS

I certify that _____ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

Authorized Business Entity Representative's
Name (Please Print)

Authorized Business Entity
Representative's Signature

Business Entity Name

Date

E-Mail Address

As a business entity, the contractor must perform/provide the following. The contractor should check each to verify completion/submission:

- Enroll and participate in the E-Verify federal work authorization program (Website: http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm; 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 OR a page from the E-Verify Memorandum of Understanding (MOU) listing the contractor's name and the MOU signature page completed and signed, at minimum, by the contractor and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the contractor's name and company ID, then no additional pages of the MOU must be submitted; AND
- Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.

EXHIBIT A, continued

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

BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS

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

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

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

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

Date of Previous E-Verify Documentation Submission: _____

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted:

(if known)

Authorized Business Entity Representative’s Name (Please Print)	Authorized Business Entity Representative’s Signature
E-Verify MOU Company ID Number	E-Mail Address
Business Entity Name	Date

FOR STATE USE ONLY

Documentation Verification Completed By:

Buyer	Date
-------	------

EXHIBIT B



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) CONTRACTOR/SUBAWARDEE DATA FORM

I. Instructions for Contractor/Subawardee required to obtain a DUNS number.

1. The address is the physical location associated with the DUNS number. No PO boxes.
2. To obtain the zip+4 code go to <http://zip4.usps.com/zip4/welcome.jsp>
3. To obtain the congressional district go to <http://www.house.gov/zip/ZIP2Rep.html>
4. To obtain a DUNS number go to <http://fedgov.dnb.com/webform> or call 1-866-705-5711. A DUNS number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants.

Please print or type

1. Legal Business Name	
2. Doing Business As	
3. Street Address1	
4. Street Address2	
5. City	
6. State	
7. Zip Code with +4	
8. Congressional District	
9. DUNS Number	
10. DUNS Number + 4 (if applicable)	
11. Parent DUNS Number (if applicable)	
12. Federal Tax Payer Id Number	
13. Contact Person	
14. Contact Phone Number	
15. Contact E-mail	

EXHIBIT B

Executive Compensation

Executive means officers, managing partners, or any other employees in management positions.

Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

1. Salary and bonus.
2. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
3. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
4. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
5. Above-market earnings on deferred compensation which is not tax-qualified.
6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

In order to determine whether you are required to report executive compensation data per 2 CFR Part 170, answer the following questions:

1. In your business or organization's preceding completed fiscal year, did your business or organization receive
 - a. 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - b. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards)?

YES NO

If the answer to both questions is Yes, proceed to question 2.

If the answer is No, your organization's executive compensation data is not required.

2. Does the public have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986? (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

YES NO



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES TERMS AND CONDITIONS

1. APPLICABLE LAWS AND REGULATIONS

a. This contract or agreement shall be governed by and construed in accordance with the laws of the State of Missouri. The venue for arbitration or litigation of any dispute shall be Cole County, Missouri. The Contractor/Provider shall comply with all federal and state laws, regulations and policies applicable to this contract or agreement.

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

Uniform Administrative Requirements

A-102 - State/Local Governments

2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110)

Cost Principles

2 CFR 225 - State/Local Governments (OMB Circular A-87)

A-122 - Not-For-Profit Organizations

A-21 - Colleges and Universities

48 CFR 31.2 - For-Profit Organizations

45 CFR 74 Appendix E – Hospitals

b. The Contractor/Provider shall comply with all applicable Federal and State statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to this contract or agreement. These may include but are not limited to: **(a)** Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities; **(b)** Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 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)** Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; **(h)** Missouri Governor's E.O. #94-03 (excluding article II due to its repeal); **(i)** Missouri Governor's E.O. #05-30; and **(j)** the requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to this contract or agreement.

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

d. The Contractor/Provider shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and OMB Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to DHSS, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. The Contractor/Provider shall return to the Department any funds disallowed in an audit of this contract or agreement.

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

f. The Contractor/Provider shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.

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

h. The Contractor/Provider shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Contractor/Provider is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the Contractor/Provider. The Contractor/Provider agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

In addition, the Contractor/Provider shall maintain enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services included herein.

i. If the Contractor/Provider is a subrecipient as defined in OMB Circular A-133, Section 210, the Contractor/Provider shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the Contractor/Provider through this contract or agreement.



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES TERMS AND CONDITIONS

2. ELIGIBILITY TO CONTRACT

a. The Contractor/Provider assures and certifies that it and any of its subcontractors are not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The Contractor/Provider shall include the certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.

b. In accordance with Section 34.040.6 RSMo, if the Contractor/Provider or its affiliate, if any, makes sales at retail of tangible personal property or for the purpose of storage, use or consumption in the State of Missouri, it shall collect and properly pay the tax as provided in Chapter 144, RSMo.

3. TERMINATION

a. If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract or agreement, or in the event of a change in federal or state law relevant to this contract or agreement, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon written notice to the Contractor/Provider from the Department.

b. The Contractor/Provider may terminate the contract or agreement by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. The Department reserves the right to terminate the contract or agreement, in whole or in part, at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the Contractor/Provider at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department as authorized by law. The Contractor/Provider shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department and for all non-cancelable obligations incurred pursuant to the contract or agreement prior to the effective date of termination.

c. In the event of material breach of the contractual obligations by the Contractor/Provider, the Department may, by written notice, terminate this contract or agreement immediately in whole or in part. At its sole discretion, the Department may give the Contractor/Provider an opportunity to cure the breach. The actual cure must be completed within no more than ten (10) working days unless otherwise approved by the Department. If the Contractor/Provider fails to cure the breach or when immediate action is demanded, the Department will issue a written notice terminating the contract or agreement in whole or in part, effective immediately. If the Department terminates this contract or agreement in whole or in part, it may acquire, under the terms and in the manner the Department considers appropriate, equipment, supplies and/or services similar to those terminated, and the Contractor/Provider shall be liable to the Department for any excess costs for the equipment, supplies and/or services. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor/Provider pursuant to the terms of the contract or agreement shall, at the option of the Department, become the property of the Department, as authorized by law.

d. Any notice to the Contractor/Provider shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Contractor/Provider.

4. INVOICING AND PAYMENT

a. Notwithstanding any other payment provision of this contract or agreement, if the Contractor/Provider fails to perform required work or services, fails to submit reports when due, or is indebted to the United States, the Department may withhold payment or reject invoices under this contract or agreement.

b. Final invoices are due within thirty (30) calendar days of the contract or agreement ending date unless otherwise stated in the contract or agreement. The Department shall have no obligation to pay any invoice submitted after the due date.

c. In accordance with state policies and procedures, the Contractor/Provider shall submit an invoice billed to the Department on the Contractor/Provider's original descriptive business invoice form. Uniquely identifiable invoice numbers are required to distinguish from a previously submitted invoice or bill.

d. If a request by the Contractor/Provider for payment or reimbursement is denied, the Department shall provide the Contractor/Provider with written notice of the reason(s) for denial.

5. DOCUMENT RETENTION

The Contractor/Provider shall retain all books, records, and other documents relevant to this contract or agreement for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract or agreement. The Contractor/Provider shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

6. CONFIDENTIALITY

The Contractor/Provider shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor/Provider establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law. The Contractor/Provider assumes liability for all disclosures of confidential information by the Contractor/Provider and/or the Contractor's/Provider's subcontractors and employees. The Contractor/Provider agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).



MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES TERMS AND CONDITIONS

7. PUBLICITY

Any publicity release mentioning contract or agreement activities shall reference the contract or agreement number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract or agreement and the Department. The Contractor/Provider shall obtain approval from the Department prior to the release of such publicity or publications.

8. COPYRIGHTS

If any copyrighted material is developed as a result of this contract or agreement, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish or use, and to authorize others to use, the work for Department purposes or the purpose of the State of Missouri.

9. LIABILITY

a. The relationship of the Contractor/Provider to the Department shall be that of an independent contractor. The Contractor/Provider shall have no authority to represent itself as an agent of the Department. Nothing in this contract is intended to, nor shall be construed in any manner as creating or establishing an agency relationship or the relationship of employer/employee between the parties. Therefore, the Contractor/Provider shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or any other applicable employee related obligation or expense, and shall assume all costs, attorney fees, losses, judgments, and legal or equitable imposed remedies associated with the matters outlined in this paragraph in regards to the Contractor/Provider's subcontractors, employees and agents. The Contractor/Provider shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract or agreement. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

b. The Contractor/Provider shall be responsible for all claims, actions, liability, and loss (including court costs and attorney's fees) for any and all injury or damage (including death) occurring as a result of the Contractor's/Provider's performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract or agreement or any subcontract, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by Contractor/Provider. However, the Contractor/Provider shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the Department, including its officers, employees, and assigns. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

10. AMENDMENTS

Any changes to this contract or agreement shall only be made by execution of a written amendment on the Department's Form DH-71 or other form approved by the Department.

11. MONITORING

a. The Department reserves the right to monitor this contract or agreement during the contract/agreement period to ensure financial and contractual compliance.

b. Contractors/Providers deemed high-risk by the Department may have special conditions or restrictions imposed, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given contract or agreement period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor/Provider to obtain technical or management assistance; or establishing additional prior approvals from the Department. Special conditions or restrictions can be imposed at the time of the contract award or at any time after the contract award. Written notification will be provided to the Contractor/Provider prior to the effective date of the high-risk status.

12. RETURN OF CONTRACT/AGREEMENT

Return of the proposed contract or agreement within forty-five (45) calendar days of the date mailed by the Department is necessary to ensure execution of this contract or agreement by the Department.

13. OVERPAYMENT

If the Contractor/Provider is overpaid by the Department, the Contractor shall issue a check made payable to "DHSS-DOA-Fee Receipts" upon official notification by the Department and shall mail the payment to:

Missouri Department of Health and Senior Services
Division of Administration, Fee Receipts
P.O. Box 570
920 Wildwood Drive
Jefferson City, Missouri 65102-0570

14. EQUIPMENT

a. Title to equipment purchased by the Contractor/Provider for the purposes of fulfilling contract or agreement services vests in the Contractor/Provider upon acquisition, subject to the conditions that apply as set forth in 2 CFR 215.34 or 45 CFR 92.32, as applicable. The Contractor/Provider must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$500. The repair and maintenance of purchased equipment will be the responsibility of the Contractor/Provider. Upon satisfactory completion of the contract or agreement, if the current fair market value (FMV) of the equipment purchased by the Contractor/Provider is less than \$5,000 there is no further obligation to the Department. Items purchased by the Contractor/Provider with a current FMV greater than \$5,000 may be sold or retained by the Contractor/Provider but the Contractor/Provider may be required to reimburse the Department for costs up to the current value of the equipment.

b. Equipment purchased by the Department and placed in the custody of the Contractor/Provider shall remain the property of the Department. The Contractor/Provider must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.