

Child Care Health Consultation
{Insert Contractor Name}
SCOPE OF WORK

1. GENERAL

- 1.1 The contract amount shall not exceed \$< InsertMailMergeTotalContractAmount> for the period of October 1, 2015 through September 30, 2016.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in 2 CFR § 200.330. To the extent that this contract involves the use, in whole or in part, of federal funds, the Contractor shall comply with the special conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The funding for this contract is obligated by the Department upon signature of the Department's Director of the Division of Administration or designee. No payment for services will be made until a signed contract and a completed Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization is on file with the Department.
- 1.4 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under the grant number, title, and amount listed in the Contract Funding Source(s) enclosure provided with this contract and zero percentage is/was financed with nongovernmental sources. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.
- 1.5 Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Child Care Health Consultation
Program Contact: Nola Martz
Address: 920 Wildwood Drive, Jefferson City, MO 65102
Phone: 573-526-1973
Email: Nola.Martz@health.mo.gov

2. PURPOSE

- 2.1 To support health consultation services offered by the local public health agency (LPHA), hereinafter Contractor, to child care providers. Consultation, training, and/or

health promotion services are provided through LPHA health professionals, Child Care Health Consultation (CCHC) program consultants, including a Primary Consultant identified by the agency that is a registered nurse (RN), hereinafter approved CCHC program trainer(s).

- 2.2 To enhance child care health and safety practices in order to improve the health status and ensure safety of children in child care.
- 2.3 To assist the Missouri Department of Health and Senior Services, Center for Local Public Health Services, hereinafter Department or state agency, in achieving standards according to the 2011 “Core Competencies for Early Childhood and Youth Development Professionals (Kansas and Missouri)” for Content Area V: Health and Safety; which outlines standards to help early childhood and youth development professionals establish and maintain an environment that manages risk, ensures safety and promotes physical and mental health well-being.
- 2.4 To assist the Department in addressing health issues for Missourians.
- 2.5 To provide outreach to child care providers who serve child care subsidy children by providing consultation, training, and health promotion services.

3. DELIVERABLES AND OUTCOMES

- 3.1 The Contractor shall utilize contract funding to address health and safety issues in child care by providing one or more of the following:

- 3.1.1 **Consultation services:**

The Contractor shall make health consultation services available to all child care providers, regulated and unregulated, that are in the Contractor’s coverage area. The Contractor may also include parents of children in child care in the health consultation with the child care provider.

- a. The Contractor shall address issues identified by the child care provider, parents, consultant, and the Department.
- b. Consultation services can be provided through the two following categories:
 - 1) Specialized Consultation
 - a) A face-to-face meeting of **no less than one-half hour**
 - b) Is conducted with child care providers at a mutually agreed upon location
 - c) Must identify a goal and culminate with an outcome

- 2) Technical Consultation
 - a) Non face-to-face collective series of communications that do **not exceed 20 minutes** (equals one [1] unit of service)
 - b) Must be provider initiated
 - c) Collective communication pertains to a single health and safety issue
 - d) Must identify a goal and culminate with an outcome
- c. Consultation services may include the following:
 - 1) Assessments of the child care facility and/or staff are conducted in accordance with the 2011 “Core Competencies for Early Childhood and Youth Development Professionals (Kansas and Missouri)”, Content Area V: Health and Safety.
 - 2) Assistance in the development of a policy or implementation of an evidence-based best practice regarding health and safety issues affecting children within the child care facility.
 - 3) Assistance in the development of Individualized Health Plan(s) (IHPs).
 - 4) Making referrals to outside resources as needed, such as MO HealthNet for Kids, developmental screening, and WIC.
- d. Consultation Documentation
 - 1) The Contractor shall utilize the Department provided on-line Missouri Public Health Invoicing and Reporting System (MOPHIRS) for Service Log Documentation located at <https://webapp01.dhss.mo.gov/mophirs/Home.aspx> and is incorporated by reference as if fully set forth herein.

3.1.2 **Health Issue Trainings for Child Care Providers:**

The Contractor may provide health and safety training sessions for child care providers or assure providers have access to and are aware of equivalent trainings. The Contractor may also encourage parents to attend provider training sessions. Health and safety training sessions shall be conducted by the Primary Consultant, LPHA staff approved as CCHC program trainers, or guest speakers approved by the CCHC program.

- a. The process for approving CCHC program trainers will be as follows:

- 1) The Primary Consultant or additional LPHA staff who will be utilized as approved CCHC program trainers shall obtain a Missouri Professional Development Identification Number (MOPDID). This number is obtained from the website maintained by the Opportunities in a Professional Educational Network (OPEN) initiative: www.mopdid.org
 - 2) One CCHC trainer shall also create a user account on the Missouri Workshop Calendar (MOWC) at: <http://www.moworkshopcalendar.org/> . Additional LPHA staff approved as CCHC program trainers who only provide occasional training will only need the MOPDID and do not need to create user accounts on the MOWC. User accounts are only needed for the designated staff that will schedule and assign trainers for a training session. Other guest speakers who are approved by the CCHC program do not need to obtain a MOPDID or MOWC user account unless a certification is being provided as part of the clock hour training (such as CPR/First Aid).
 - 4) The Contractor must notify the CCHC Program Manager when a new employee has been added by providing the new employee's name and contact information, including the MOPDID (fax to 573.751.5350). Likewise, the Contractor must notify the CCHC Program Manager when LPHA staff should be removed from approved CCHC program trainer status.
 - 5) The CCHC Program Manager will contact Child Care Aware with additions or deletions to the approved CCHC trainer list in the MOWC.
- b. Paper clock hour certificates
- 1) Approved CCHC program trainers may provide paper clock hour certificates to meet the annual requirements for child care providers who have not yet obtained a MOPDID. Blank certificates shall not be given out.
 - 2) When paper clock hour certificates are issued, they shall include the following:
 - a) Name of Participant
 - b) Topic
 - c) Date
 - d) Time (From/To)
 - e) Training Site
 - f) Name of LPHA
 - g) Name of approved CCHC program trainer(s)
 - h) Number of clock hours awarded

- i) List content area, standard, and level of training as outlined in the 2011 “Core Competencies for Early Childhood and Youth Development Professionals (Kansas and Missouri)”
- c. When conducting trainings, approved CCHC program trainers shall:
- 1) Provide training in accordance with the 2011 “Core Competencies for Early Childhood and Youth Development Professionals (Kansas and Missouri)”, Content Area V: Health and Safety.
 - 2) Provide trainings at times when child care providers do not have responsibility for the care and supervision of children.
 - 3) Ensure at least one (1) child care provider be in attendance to qualify for training reimbursement.
 - 4) Provide Department approved training for no less than one (1) hour and give clock hours in no less than one-half (1/2) hour increments **after the first full hour**.
 - 5) Ensure all trainings are culturally competent and consider the inclusion of adults/children of all abilities.
 - 6) Make referrals to outside resources as needed such as, MO HealthNet for Kids, developmental screening, and WIC when indicated.
- d. The Contractor may choose to address, by training, health issues based on local child care provider need/request as follows:
- 1) Department Standardized Health Issue Training
 - a. When using Department standardized curricula (including lesson plans), the Contractor may add supplemental information to the training curriculum, however, shall not delete information. These Department standardized curricula are found in the library for approved CCHC trainers on the MOWC at: <http://www.moworkshopcalendar.org/>
 - 2) Locally Developed Health Issue Training
 - a. The Contractor should address locally developed health issue training on health and safety for child care providers. Locally developed health issue trainings shall be provided by an approved CCHC program trainer or guest

trainer. When a guest trainer is utilized, an approved CCHC program trainer shall be present.

- b. Existing lesson plans are found in the library for approved CCHC program trainers in the MOWC at: <http://www.moworkshopcalendar.org/>
 - c. When visual media are used (e.g. DVD), it shall consist of less than one-half (1/2) of the total training time.
 - d. As new health and safety topics are identified, the Contractor shall contact the CCHC Program Manager for assistance with developing a lesson plan to be placed in the library for approved CCHC trainers in the MOWC. Approval for new lesson plans may take up to three weeks through the MOWC process.
 - e. Lesson plans are approved for three (3) years and shall be revised/updated after that time by the CCHC Program Manager.
- e. Training Documentation
- 1) The Contractor shall utilize a sign-in sheet for each training.
 - a) Training sign-in sheets shall include the following components:
 - i) Name of contractor
 - ii) Training site
 - iii) Topic
 - iv) Date
 - v) Time (from/to)
 - vi) Approved CCHC program trainer(s)
 - vii) Guest trainer
 - viii) Participants (child care provider/parent/family member) printed name/signature
 - ix) Facility name/town/DVN
 - x) Total number of attendees
 - b) Training sign-in sheets may either be generated using the MOWC, or template provided by the CCHC Program. Training sign in sheets **must** be uploaded into the MOWC following the steps on the MOWC to close out training attendance.
 - c) Training sign-in sheets shall be maintained within the agency and made available upon request for contract monitoring.

- 2) The Contractor shall utilize the Department provided on-line Missouri Public Health Invoicing and Reporting System (MOPHIRS) for Service Log Documentation located at <https://webapp01.dhss.mo.gov/mophirs/Home.aspx>

3.1.3 **Health Promotion:**

The Contractor may provide health promotion presentations/activities for children enrolled at the child care facility to achieve a specific skill or knowledge objective. These activities, while focused on children, should give providers tools, methods (e.g. modeling), or guidance on how to reinforce or assess the objective.

- a. Health promotions shall be presented on-site at the child care facility and should not exceed thirty (30) minutes, which equals one (1) unit.
- b. Health promotions shall be provided by an approved CCHC program trainer or guest trainer. When a guest trainer is utilized, an approved CCHC program trainer must be present.
- c. Health promotion topics will be developed in accordance with the 2011 “Kansas and Missouri Core Competencies for Early Childhood and Youth Development Professionals”, Content Area V: Health and Safety.
- d. Health promotion programs for children shall be developmentally appropriate and based on a written lesson plan as follows:
 - 1) Lesson plans shall be documented on the Child Care Health Consultation Lesson Plan. The Child Care Health Consultation Lesson Plan form is located on the Center for Local Public Health Services web page at <http://clphs.health.mo.gov/lphs/lphainfo.php>.
 - 2) When visual media are used (e.g. DVD), it must consist of less than one-half (1/2) of the total health promotion time.
 - 3) Lesson plans are approved for three (3) years and must be revised/updated after that time.
- e. The Contractor shall not conduct back-to-back or same-day health promotions with the same children.
- f. Appropriate staff/child ratio must be maintained by the child care providers during the health promotions. The presenter is not considered to be a staff member of the child care facility for purposes of complying with the staff/child ratio set forth in Licensing Rules for Group Day Care Homes and Child Day Care

Centers, 19 CSR 30-62.112, Rules for Family Day Care Homes, 19 CSR 30-61.105(2), and Rules for License-Exempt Child Care Facilities, 19 CSR 30-60.050.

- g. Health promotions **do not** count toward the licensed child care provider's annual training clock hour requirement.
- h. Health Promotion Documentation
 - 1) The Contractor shall utilize the Department provided on-line Missouri Public Health Invoicing and Reporting System (MOPHIRS) for Service Log Documentation located at <https://webapp01.dhss.mo.gov/mophirs/Home.aspx>

4. REPORTS

- 4.1 The Contractor shall submit a Subrecipient Annual Financial Report (Attachment C, which is attached hereto and is incorporated by reference as if fully set forth herein). For a contract period of twelve months or less, the Contractor shall submit this report with the final invoice. For a contract period over twelve months, the Contractor shall submit this report annually and with the final invoice.
- 4.2 The Child Care Health Consultation Final Report shall be submitted by October 31, 2015. The Contractor shall utilize the Department provided on-line Missouri Public Health Invoicing and Reporting System (MOPHIRS) to submit the Final Report located at <https://webapp01.dhss.mo.gov/mophirs/Home.aspx>

5. BUDGET AND ALLOWABLE COSTS

- 5.1 The Department will reimburse the Contractor for an amount not to exceed the total contract amount for only the allowable costs in the budget categories stated in Attachment D, which is attached hereto and incorporated by reference as if fully set forth herein.
- 5.3 The Contractor will not be paid for services provided in a neighboring area without prior approval from the Department.
- 5.4 The Department reserves the right to reallocate or reduce contract funds at any time during the contract period due to underutilization of contract funds or changes in the availability of program funds. The Contractor will be given thirty (30) days prior written notification of any reallocation.

- 5.5 If the Contractor identifies specific needs within the Scope of Work, the Contractor may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval of the Department. The Contractor and the Department must agree to a written contract amendment for any other rebudgeting.
- 5.6 Indirect costs
- 5.6.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the contractor. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 5.6.2 The Contractor shall not bill the Department for indirect costs that exceed the amounts on Attachment D.
- 5.6.3 The Contractor shall calculate indirect costs for *Maternal Child Health Block Grant* funding using up to 10% of the modified total direct costs as defined in 2 CFR § 200.68 and up to 5% calculated indirect rate for Child Care Development Fund Grant.
- a. Modified Total Direct Cost Method (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and subawards and subcontracts up to the first \$25,000 of each subaward or subcontract (regardless of the period of performance of the subawards and subcontracts under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward and subcontract in excess of \$25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.
- 5.6.4 It is the Contractor's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 5.7 The Department will reimburse the Contractor for transportation provided by personal vehicles (mileage) at either the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy, whichever is lower.
- 5.8 The Contractor shall follow competitive procurement practices.

6. INVOICING AND PAYMENT

6.1 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. The Department may delay payment until the ACH/EFT application is completed and approved.

6.1.1 A copy of State Vendor ACH/EFT Application and completion instructions may be obtained from the Internet at:
<https://www.vendor services.mo.gov/vendorservices/Portal/Default.aspx>.

6.1.2 The Contractor must fax the ACH/EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.

6.2 The Contractor shall submit invoices quarterly. Invoices shall be due by the 15th of the month following the quarter in which the Contractor provided services under the contract. The Contractor shall perform the services prior to invoicing the Department.

6.3 The Contractor shall submit to the Department, uniquely identifiable invoices for payment processing using the Vendor Request for Payment Form (DH-38).

6.3.1 The Contractor shall utilize the Department provided on-line Missouri Public Health Invoicing and Reporting System (MOPHIRS) when available, to submit the DH-38 located at <https://webapp01.dhss.mo.gov/mophirs/Home.aspx>

6.3.2 Invoices and documentation shall be submitted according to the following quarterly schedule.

<u>Billing Period for Services Provided</u>	<u>Invoice Number</u>	<u>Due Dates</u>
October-December 2015	CCHC101215	January 15, 2016
January-March 2016	CCHC010316	April 15, 2016
April-June 2016	CCHC040616	July 15, 2016
July-September 2016	CCHC070916	October 8, 2016

6.4 Final invoices are due within eight (8) calendar days of the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.

6.5 If the Department denies a request by the Contractor for payment or reimbursement, the Department will provide the Contractor with written notice of the reason(s) for denial.

- 6.6 The Contractor agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Contractor. However, the Contractor shall have the right to contest any such exception by any legal procedure the Contractor deems appropriate. The Department will pay the Contractor all amounts which the Contractor may ultimately be held entitled to receive as a result of any such legal action.
- 6.7 Notwithstanding any other payment provision of this contract, if the Contractor 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.
- 6.8 If the Contractor is overpaid by the Department, the Contractor shall issue a check made payable to “DHSS-DA-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
- 6.9 If the Department used a federal grant to pay the Contractor, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://www.cfda.gov/?s=program&mode=list&tab=list>.

7. AMENDMENTS

- 7.1 Any changes to this contract shall only be made by execution of a written amendment signed and approved by the Department.

8. MONITORING

- 8.1 The Department reserves the right to monitor the Contractor during the contract period to ensure financial and contractual compliance.
- 8.2 If the Department deems a Contractor to be high-risk, the Department may impose special conditions or restrictions on the Contractor, 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 period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Contractor to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the contract award or at any time after the contract award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.

8.3 The Department shall monitor Contractors periodically throughout the year as follows:

8.3.1 The Department reserves the right to conduct desk monitoring of the contract through reviews of invoicing and reporting submitted during the contract period to ensure contract compliance.

8.3.2 The Department reserves the right to monitor the contract through on-site visits during the contract period at a minimum of once a year to ensure contractual compliance. If on-site visit is indicated:

- a. The focus of the on-site visit is consultation and technical assistance to assist the Contractor in acquiring the resources and expertise necessary to address the health and safety issues in the child care setting.
- b. The Contractor on-site visit will include monitoring the Contractor's compliance with terms of the contract, and verifying the Contractor's progress toward meeting the contract deliverables.
- c. Copies of all training sign-in sheets should be available for each training indicated in MOPHIRS during the invoice period

8.4 The Department reserves the right to request an audit performed in accordance with generally accepted auditing standards at the expense of the Contractor at any time contract monitoring reveals such an audit is warranted.

9. DOCUMENT RETENTION

9.1 The Contractor shall retain all books, records, and other documents relevant to this contract 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.

9.2 The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.

- 9.3 If the Contractor is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Contractor shall retain the records 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.
- 9.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Contractor in writing to extend the Contractor's retention period.
- 9.5 The Department may recover any payment it has made to the Contractor if the Contractor fails to retain adequate documentation.

10. CONFIDENTIALITY

- 10.1 The Contractor shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.82. The Contractor agrees it will assume liability for all disclosures of Protected PII and breaches by the Contractor and/or the Contractor's subcontractors and employees.
- 10.2 The Contractor shall comply with provisions of Attachment E, as attached hereto and incorporated by reference as if fully set forth herein, in regards to the Health Insurance Portability and Accountability Act of 1996, as amended.

11. LIABILITY

- 11.1 The relationship of the Contractor to the Department shall be that of an independent contractor. The Contractor 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 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's subcontractors, employees and agents. The Contractor shall have no authority to bind the Department for any obligation or expense not specifically stated in this contract. 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.

11.2 The Contractor 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 performance or the performance of any subcontractor, involving any equipment used or service provided, under the terms and conditions of this contract 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. However, the Contractor 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.

12. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS

12.1 If the Contractor issues any press releases mentioning contract activities, the Contractor shall reference in the release both the contract number and the Department. If the Contractor creates any publications, including audiovisual items, produced with contract funds, the Contractor shall give credit to both the contract and the Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

12.2 The Contractor shall include the below language when issuing statements, press releases, requests for proposals, bid solicitations, and other Health Resources and Services Administration (HRSA) supported publications and forums describing projects or programs funded in whole or in part with HRSA funding, including websites. Examples of HRSA-supported publications include, but are not limited to manuals, toolkits, resource guides, case studies and issues briefs.

12.2.1 This project is/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under grant number and title for grant amount (*specify grant number, title, subaward amount and percentage financed with nongovernmental sources*). This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS or the U.S. Government.

12.3 If the Contractor develops any copyrighted material as a result of this contract, 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.

13. ADDITIONAL CONTRACT REQUIREMENTS AND CLARIFICATIONS

- 13.1 The Contractor shall designate at least one (1) Primary Consultant, who is a Registered Nurse (RN), to coordinate and actively provide oversight to the health consultation services for the contract. Other Local Public Health Agency (LPHA) staff with relevant education, experience, and expertise, may apply to be approved CCHC program trainers, and may provide training services under the oversight of a Primary Consultant if desired and/or needed. (See section 3.1.2, trainer approval process).
- 13.2 The Contractor's Primary Consultant shall complete orientation to the CCHC program offered by the Department. Other approved CCHC program trainers, which are providing CCHC program services, are also encouraged to complete the orientation. When possible, orientation will be offered by webinar. Upon completion of orientation, the evaluation must be submitted to the CCHC program to serve as documentation of completion.
- 13.3 The Contractor's Primary Consultant, or another designated approved CCHC program trainer(s), shall complete the annual contract opening conducted by the Department. This session will include review of the pertinent changes to the CCHC Scope of Work and information necessary to address health issues in the contract. The annual contract opening will be offered by webinar and regional trainings may be provided. Submitted evaluation serves as documentation of completion.
- 13.4 Contractors may accept a contract issued by the Department to provide CCHC services in another jurisdictional territory not already served by the agency located in said territory. These CCHC contracts are referred to as a neighboring area CCHC contract.
- 13.5 Outreach efforts should be made to provide consultation, training, and health promotion services to child care providers who serve child care subsidy children.
- 13.6 The Contractor shall not provide direct clinical services under this contract (e.g. injections, blood tests, health screenings, etc.).
- 13.7 Other LPHA personnel shall not conduct CCHC services in conjunction with LPHA inspection activities.
- 13.8 Additional tools and references for the CCHC contract are provided on the Center for Local Public Health Services web page at <http://clphs.health.mo.gov/lphs/lphainfo.php>. The Department will notify the Contractor when updated tools and references are posted.

14. AUTHORIZED PERSONNEL

- 14.1 The Contractor shall be responsible for assuring that all personnel 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.
- 14.2 The Contractor 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 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. The Contractor agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- 14.3 Affidavit of Work Authorization and Documentation: 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 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a contract.
- 14.4 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:

- 14.4.1 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
- 14.4.2 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
- 14.4.3 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.
- 14.5 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.

15. TERMINATION

- 15.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effectively immediately upon providing written notification to the Contractor if:
 - 15.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 15.1.2 A change in federal or state law relevant to this contract occurs; or
 - 15.1.3 A material change of the parties to the contract occurs; or
 - 15.1.4 By request of the Contractor.
- 15.2 Each party under this contract may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:

- 15.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- 15.2.2 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 15.3 In the event of termination, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department, become the property of the Department. The Contractor shall be entitled to receive compensation for services and/or supplies performed in accordance with the contract prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of the termination.

16. SUBCONTRACTING

- 16.1 Any subcontract shall 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. 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 ensure and maintain documentation that any and all subcontractors comply with all requirements of this contract. The Contractor agrees and understands 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.
- 16.2 Pursuant to subsection 1 of section 285.530, RSMo, no Contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Contractor or subcontractor of any tier shall not be liable when such Contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the Contractor and subcontractor affirmatively states that:

- 16.2.1 The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
- 16.2.2 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.
- 16.3 The Contractor shall be responsible for ensuring that 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. The Contractor shall make documentation of such licensure or certification available to the Department upon request.
- 16.4 The Contractor shall notify all subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.