



**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
BRAIN INJURY WAIVER PARTICIPATION AGREEMENT**

1. This participation agreement is entered into by the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). This agreement shall consist of: (1) this participation agreement, (2) Attachment A – Certification, (3) Attachment B – Business Associate Provisions (4) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and (5) the Terms and Conditions, attached hereto. By signing below the Contractor and Department agree to all the terms and conditions set forth in this agreement.
2. The purpose of this agreement is to provide services as needed to Brain Injury Waiver approved clients.
3. This agreement shall be effective from the date of the Department’s authorized representative signature through June 30, 2023.
4. To the extent that this agreement involves the use, in whole or in part, of federal funds, the signature of the Contractor’s authorized representative on the agreement signature page indicates compliance with the Certifications contained in Attachment A as attached hereto and incorporated by reference as if fully set forth herein.

AGREEMENT NUMBER	AMENDMENT NUMBER	VENDOR NUMBER
CONTRACTOR NAME (PLEASE PRINT/TYPE)		DOING BUSINESS AS (DBA) NAME
NAME OF AUTHORIZED REPRESENTATIVE		PAYMENT MAILING ADDRESS
FEDERAL TAX I.D. OR SOCIAL SECURITY NUMBER		CITY, STATE, ZIP
TELEPHONE NUMBER		E-MAIL ADDRESS
SIGNATURE OF CONTRACTOR OR REPRESENTATIVE		DATE
TYPE OF CONTRACTOR <input type="checkbox"/> Hospital <input type="checkbox"/> Pharmacy <input type="checkbox"/> Dentist <input type="checkbox"/> Therapist <input type="checkbox"/> Physician (M.D./D.O.) <input type="checkbox"/> Other _____		STATE LICENSE NO. (IF APPLICABLE)
MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES, DIVISION OF ADMINISTRATION DIRECTOR OR DESIGNEE		DATE

5. The Contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The Contractor shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
 - 5.1 Registration of business name (if applicable) with the Secretary of State at <http://sos.mo.gov/business/startBusiness.asp>
 - 5.2 Certificate of authority to transact business/certificate of good standing (if applicable)
 - 5.3 Taxes (e.g., city/county/state/federal)
 - 5.4 State and local certifications (e.g., professions/occupations/activities)
 - 5.5 Licenses and permits (e.g., city/county license, sales permits)
 - 5.6 Insurance (e.g., worker's compensation/unemployment compensation)
6. Unless otherwise stated in this contract, the Contractor shall use the below information for any correspondence regarding this contract:

Program Name: Brain Injury Waiver
Address: 920 Wildwood Drive, P.O. Box 570, Jefferson City, MO 65102-0570
Phone: (573) 751-6246
Email: shcnproviders@health.mo.gov
7. The Contractor shall provide Brain Injury Waiver services to eligible participants in at least one (1) of the following areas: Personal Care Aide, Applied Behavioral Analysis, Assistive Technology, Cognitive Rehabilitation Therapy, Environmental Access and Modifications, Neuropsychological Evaluation, Occupational Therapy, Physical Therapy, and/or Speech Therapy.
 - 7.1 The Contractor shall follow the guidelines in <http://manuals.momed.com/manuals/> and as provided by the Department.
8. The Contractor shall comply with Title 19 Division 50 Chapter 20 of the Missouri Code of State Regulations (19 CSR 50-20.010). Failure to comply with 19 CSR 50-20.010 may result in sanctions as prescribed within 19 CSR 50-20.010 including, but not limited to: termination or suspension from enrollment in the program, suspension or withholding of payments, or referral for investigation to the appropriate State licensing agency.

9. The Contractor shall not require or request payment from clients for services covered by this agreement.
10. Any changes to this contract shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.
11. The Department reserves the right to monitor the Contractor during the Agreement period to ensure financial and agreement compliance.
12. 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 agreement 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 Agreement award or at any time after the Agreement award. The Department will provide written notification to the Contractor prior to the effective date of the high-risk status.
13. The Contractor shall retain all books, records, and other documents relevant to this Agreement for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise stated in the Agreement.
14. The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
15. 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.
16. 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.
17. 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.

18. The Contractor shall comply with provisions of Attachment B, 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.
19. The Contractor shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Contractor or employees against any liability incurred or arising as a result of any activity of the Contractor or any activity of the Contractor's employees related to the Contractor's performance under the Agreement.
20. 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 Agreement 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 not specifically stated in this Agreement. This provision is not intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled under Missouri law.
21. 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 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 the 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 under Missouri law.
22. If the Contractor issues any press releases mentioning Agreement activities, the Contractor shall reference both the Agreement number and the Department. If the Contractor creates any publications, including audiovisual items, produced with Agreement funds, the Contractor shall give credit to both the Agreement and the

Department in the publication. The Contractor shall obtain approval from the Department prior to the release of such press releases or publications.

23. If the Contractor develops any copyrighted material as a result of this 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.
24. The Contractor shall be responsible for ensuring 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 Agreement; and documentation of such licensure or certification shall be made available upon request.
25. 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 Agreement 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.
26. The Department, in its sole discretion, may terminate the obligations of each party under this Agreement, in whole or in part, effective immediately upon providing written notification to the Contractor if:
 - 26.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this Agreement; or
 - 26.2 A change in federal or state law relevant to this Agreement occurs; or
 - 26.3 A material change of the parties to the Agreement occurs;
 - 26.4 By request of the Contractor; or

27. The Department determines that the sanction of terminating the Agreement under 19 CSR 40-1 is appropriate.
- 27.1 Each party under this Agreement may terminate the Agreement, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
- 27.2 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
- 27.3 The Contractor shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.