



**MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES
SUMMER FOOD SERVICE PROGRAM INSPECTIONS
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) Exhibit 1 - Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization and (4) 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 conduct food safety inspections and enforce expeditious correction of priority violations in food preparation and service at Summer Food Service Program (SFSP) meal production and meal service sites.
3. This agreement shall be effective May 31, 2020 or the date of the Department’s authorized representative signature, whichever is later through September 15, 2020.
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	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
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: Summer Food Service Program

Program Contact: Nancy Beyer

Address: 930 Wildwood, PO Box 570, Jefferson City, MO 65102

Phone: 573-751-6059

Email: BEHS.SUMMERFOOD@health.mo.gov

7. Training

7.1 The Department will provide regional training in each District prior to the start of the SFSP. The training will present the agreement and its deliverables, inspection requirements and reimbursement requirements.

7.2 The Contractor shall ensure that their staff responsible for conducting inspections attend one of the training opportunities.

8. SFSP Site Notification

8.1 The Bureau of Environmental Health Services (BEHS) will issue SFSP Initial Notifications for all sites that require an inspection. The Contractor may not be reimbursed for inspections completed without a SFSP Initial Notification.

8.2 BEHS will notify the Contractor with SFSP Update Notifications when there are changes to site inspection information.

9. Inspection Sites

- 9.1 The Contractor shall perform sanitation and food safety inspections at all SFSP sites and associated food service management companies, including schools that prepare food for off-site service locations, as designated by the Department.
- 9.2 The Contractor shall not perform sanitation and food safety inspections at schools that sponsor SFSP sites, unless the personnel preparing the food is different from those preparing food during the school year. Contractor must obtain written approval from BEHS prior to conducting an inspection at a school when no SFSP Initial Notification is received.
- 9.3 The Department will not reimburse the Contractor for inspections conducted that do not match the date, day of the week, or time on the SFSP Initial Notification. Contractor must obtain written approval from BEHS prior to conducting an inspection that deviates from the SFSP Initial Notification.

10. Inspection Requirements

- 10.1 The Contractor shall conduct sanitation and food safety inspections as outlined in Section 2.0 Food Safety, subsections: 2.1 through 2.3, of the Environmental Health Operational Guidelines (EHOG), available at: <http://health.mo.gov/atoz/ehog/index.php>;
- 10.2 The Contractor shall conduct sanitation and food safety inspections that comply as follows:
- 10.2.1 Within the first half of each SFSP site's dates of operation, as listed in the SFSP Initial Notification;
- 10.2.2 The start time of the inspection for a central kitchen site (a site where the food is prepared, no serving food to children) must be within three (3) hours prior to service start time listed on the SFSP Initial Notification;
- 10.2.3 The start time of the inspection for a self-prep site (a site where the food is prepared and served at the same location) must be within three (3) hours prior to service or during service hours;
- 10.2.4 The start time of the inspection for a vended (a site where the food is served to children, no preparation/cooking of food) site must not exceed thirty (30) minutes prior to the start of service;

10.2.5 The inspection of central kitchens and self-prep sites must be a minimum of thirty (30) minutes and there is no minimum time requirement for vended sites.

11. Inspection Reports

11.1 The Contractor shall use the Inspection Report Form E6.39, provided by the Department for inspections and follow-up inspections. The Contractor shall use the Sanitation Observation Form E6.07 or the Inspection Report Form E6.39 for attempted inspections. The Contractor must submit a completed Inspection Report Form or Sanitation Observation Form E6.07 and SFSP Initial Notification or most recent SFSP Update Notification to the Department within two (2) weeks following the date of inspection.

11.1.1 The Contractor shall complete the Inspection Report.

11.1.2 The Contractor shall enter the inspection date, “Time In”, and “Time Out” on form.

11.1.3 A completed report includes information provided in all fields on the form, the evaluation of all food safety measures, the review of any Time as a Public Health Control plans and records, including the time and temperature when food arrived at the site and explanation of approval when food is out of temperature, and shall list the menu items and the temperatures of these foods; incomplete inspection reports may not be reimbursable.

11.2 The Contractor can obtain the Inspection Report Form at <http://health.mo.gov/warehouse>.

12. Follow-up Inspections

12.1 The Contractor shall conduct follow-up inspections, to verify correction of priority violations that were not corrected during the initial inspection. The Contractor must submit a completed Inspection Report Form and SFSP Initial Notification or most recent SFSP Update Notification to the Department within two (2) weeks following the date of inspection.

12.2 The Contractor shall conduct the follow-up inspections according to the EHOOG or to the local public health agency’s written plan.

12.3 The Department will reimburse Contractors for follow-up inspections, provided they meet the criteria within this agreement.

13. Attempted Inspections

- 13.1 If the Contractor attempts to inspect facilities or vended sites that are either no longer operating or have changed their hours of operation. The Contractor must submit to the Department within two (2) weeks following the date of attempted inspection:
 - 13.1.1 A Sanitation Observation Form E6.07, in which the Contractor must clearly note the date and time of the site visit; or
 - 13.1.2 An Inspection Report form completed with the information readily available to the inspector; and
 - 13.1.3 A copy of the applicable SFSP Initial Notification or most recent SFSP Update Notification.
 - 13.1.4 Department will not reimburse the Contractor for more than two attempted inspections per facility.
- 13.2 The Contractor can obtain the Inspection Report form and/or Sanitation Observation Form E6.07 at <http://health.mo.gov/warehouse>.
- 14. Approval of Inspections/Submission of Forms
 - 14.1 For initial inspections, the Contractor must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
 - 14.2 For follow-up inspections, the Contractor must submit the complete and legible Inspection Report for each SFSP site within two (2) weeks following the date of inspection.
 - 14.3 For attempted inspections, the Contractor must submit the complete and legible Sanitation Observation Form or Inspection Report form for each SFSP site within two (2) weeks following the date of inspection.
 - 14.4 For all inspections, the Contractor must submit the SFSP Initial Notification or most recent SFSP Update Notification for each SFSP site inspected or attempted inspection.
 - 14.5 If the inspections and forms do not comply with the requirements as set out in this agreement, the Department will not approve the inspections for reimbursement.
 - 14.6 The Contractor shall remit all forms to:

Department of Health and Senior Services
Bureau of Environmental Health Services
Attention: SFSP Inspections
930 Wildwood Drive

P.O. Box 570
Jefferson City, MO 65102

15. Reimbursement Requirements

15.1 The Department will not reimburse the Contractor for more than ## initial inspection(s) unless the Contractor receives prior written approval from the Bureau of Environmental Health Services, Department of Health and Senior Services via email to BEHS.SUMMERFOOD@health.mo.gov.

15.2 The Department will not reimburse the Contractor for any inspections or attempted inspections:

15.2.1 If the Contractor fails to submit the Inspection Report Forms or the Sanitation Observation Form E6.07 to the Department within two (2) weeks following the date of inspection; or

15.2.2 If either the Contractor's Inspection Report Form or the Sanitation Observation Form E6.07 do not meet the criteria as set out in this agreement for approval by the Department.

15.3 Initial Inspections

15.3.1 Central Kitchens and Self-Prep Sites

a. The Department will reimburse the Contractor at a fixed rate of **\$125** for each approved initial inspection conducted for central kitchens and self-prep sites that the Contractor conducts within the first half of the site's operation dates.

b. The Department will reimburse the Contractor at a fixed rate of **\$75** for each approved initial inspection conducted for central kitchens and self-prep sites that the Contractor conducts after the first half of the site's operation dates but before the last date(s) of the site's operation.

15.3.2 Vended Sites

a. The Department will reimburse the Contractor at a fixed rate of **\$80** for each approved initial inspection conducted for vended sites that the Contractor conducts within the first half of the site's operation dates.

b. The Department will reimburse the Contractor at a fixed rate of **\$50** for each approved initial inspection conducted for vended sites that the Contractor conducts after the first half of the site's operation dates but before the last date(s)

of the site's operation.

15.4 Follow-up Inspections

15.4.1 The Department will reimburse the Contractor at a fixed rate of **\$60** for each approved follow-up inspection conducted for central kitchens and self-prep site that the Contractor conducts.

15.4.2 The Department will reimburse the Contractor at a fixed rate of **\$40** for each approved follow-up inspection conducted for vended sites that the Contractor conducts.

15.5 Attempted Inspections

15.5.1 The Department will reimburse the Contractor at a fixed rate of **\$30** for each approved attempted inspection the Contractor conducts.

15.5.2 The Department will not reimburse the Contractor for more than two attempted inspections per facility.

15.6 Contractors that agree to conduct inspections outside their agency's normal jurisdiction will be reimbursed an additional **\$15** per inspection conducted. Inspections conducted outside the Contractor's jurisdiction will apply toward the limit on the total number of inspections the Contractor can conduct as set out in this agreement.

16. Invoices

16.1 The Contractor shall submit a single invoice for all work performed and reported during the contract period by October 15, 2020.

16.1.1 The Contractor may not submit more than one invoice, or submit an invoice later than October 15, 2020, unless the Contractor obtained prior written approval from the Department.

16.1.2 The Contractor may submit its request for an exception to BEHS.SUMMERFOOD@health.mo.gov.

16.2 The Contractor shall submit the invoice to the Department on the standard DH-38 billing form and shall include the agreement number and invoice number of "SFSP05-0920".

16.3 If the Department denies a Contractor's request for payment, the Department shall provide the Contractor with written notice of the reason(s) for the denial.

16.4 The Department will not reimburse the Contractor based on any invoice that the

Contractor does not submit in accordance with the requirements as set out in this agreement.

17. Authorized Personnel

17.1 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.

17.2 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.

17.3 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/mostatutes/stathtml/28500005301.html?&me=285.530>), 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 is 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.

17.4 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:

- 17.4.1 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
- 17.4.2 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
- 17.4.3 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.
- 17.5 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.
- 18. Termination
 - 18.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Contractor if:
 - 18.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract; or
 - 18.1.2 A change in federal or state law relevant to this contract occurs; or
 - 18.1.3 A material change of the parties to the contract occurs; or
 - 18.1.4 By request of the Contractor.
 - 18.2 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.
 - 18.2.1 The Department will provide written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination.
 - 18.2.2 The Contractor shall provide written notice to the Department at least sixty (60)

calendar days prior to the effective date of such termination.

19. This agreement expresses the complete agreement of the parties and shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties. Performance shall be governed solely by the terms and conditions contained in this agreement.