

**MISSOURI DEPARTMENT OF ELEMENTARY AND SECONDARY EDUCATION  
PO BOX 480 JEFFERSON CITY, MO 65102-0480**

**CONTRACT AGREEMENT**

*The Department of Elementary and Secondary Education seeks to contract for the services described herein. All terms, conditions, and prices contained herein shall govern the performance of this contract.*

**CONTRACT NUMBER:** CCHC2300017

**CONTRACTOR:** City of Columbia on behalf of the Columbia-Boone County Department of Public Health

**ADDRESS:** 1005 West Worley, Columbia, MO 65202-2037

**PAYMENT ADDRESS:** 1005 West Worley, Columbia, MO 65202-2037

**MISSOURI BUYS NUMBER:** MB00125959

**UNIQUE ENTITY IDENTIFIER (UEI):** WZR4KM9CBTV3

By signing this contract you acknowledge a current registration with SAM.gov

**CONTRACTOR CONTACT PERSON:** (Technical & Financial) Taylor Knoth

**TELEPHONE:** 573-874-7358

**E-MAIL:** taylor.knoth@como.gov

**DESE CONTACT PERSON:** (Technical) Tara Caldwell, BSN, RNC

**TELEPHONE:** 573-526-9006

**E-MAIL:** Tara.Caldwell@dese.mo.gov

**DESE CONTACT PERSON:** (Financial) Sara Malloy

**TELEPHONE:** 573-522-5595

**E-MAIL:** Sara.Mallory@dese.mo.gov

**CONTRACT TITLE:** Child Care Health Consultation

**CONTRACT PERIOD:** October 1, 2022 – September 30, 2023

**MAXIMUM CONTRACT AMOUNT:** \$13,014.33

**FUNDING SOURCE:** 3300-0105-7286-CHC3 \$4,138.14

3300-0168-7272-MCQ3 \$8,876.19

**CONTRACT AUTHORITY:** Federal Funds/Title V Maternal and Child Health Block Grant to the States  
CFDA 93.994/Child Care and Development Block Grant CFDA 93.575

**INDIRECT COST RATE:** 5%

**DESCRIPTION OF SERVICES:** The purpose of this contract is to support health consultation services offered by the Local Public Agency and to enhance child care health, safety and nutrition practices in order to improve the health status and ensure safety of children in child care. For more information, see Appendix A – Scope of Work.

**PAYMENT SCHEDULE:** The Department of Elementary and Secondary Education (DESE) agrees to pay the contractor an amount not to exceed the contract amount based upon the payment schedule detailed below.

Payments are subject to appropriation and the funding being received by DESE. Requests for payment must be in writing.

Payments: After full execution of the contract and upon receipt of invoices from contractor requesting spent funds. Request for payments from contractor must be on a reimbursement basis.

Final Payment: After all known activities are identified and final invoice is received by DESE on or before October 31, 2023.

The contractor shall be responsible for submitting invoices for payment under this contract. Fees and other program income received by the contractor may be used only for activities authorized under this contract.

If there is cancellation, only expenses incurred to date, under the terms of the contract, will be reimbursed. All known expenses for activities conducted under this contract will be incurred and billed within the stated contract period.

**OVERPAYMENT:** If the contractor is overpaid by DESE, upon written notification by DESE, the contractor shall:

- a. Provide DESE with a check, payable as instructed by DESE, in the amount of such overpayment at the address specified by DESE; or
- b. As requested by DESE, deduct the overpayment for future invoices.

**CONTRACT APPENDICES:** Along with the terms and conditions specified in this contract, the terms and conditions of the following appendices are incorporated by reference into this contract.

Appendix A - Scope of Work

Appendix B - Budget Worksheet

**INCORPORATION BY REFERENCE AND ORDER OF PRECEDENCE:** The whole and entire contract of the parties is set forth in this contract, along with the incorporated by reference material. The parties are not bound by any contracts, understandings, or conditions other than as expressly set forth herein. The terms of this contract are to be read and interpreted, if possible, so that there is no conflict between them. Any inconsistency or ambiguity in the contract shall be resolved by giving precedence in the following order: (1) this contract, (2) attachments prepared by DESE, and (3) attachments prepared by the contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**GOVERNING LAW:** This contract shall be governed, construed, and enforced in accordance with the laws of the State of Missouri, without regard to its conflicts of laws rules. Any lawsuits must be brought in the State of Missouri.

**MODIFICATION AND ASSIGNMENT:** This contract shall not be changed, modified or assigned in any manner, except by written contract of the parties. The contractor may not delegate or subcontract the performance and obligations imposed hereunder without written consent of DESE. The contractor agrees to provide above said services within the period stated in the contract. Any extension of time for performance of said services must be submitted in writing and approved by DESE.

**RENEWALS:** DESE shall have the right, at its sole option, to renew the contract for additional one-year periods, or any portion thereof. Renewals shall be mutually agreed to by both parties in writing via contract renewal agreement.

**MONITORING:** DESE has the right to monitor the contract throughout the effective period of the contract to ensure compliance with contractual requirements. Additionally, DESE reserves the right to audit all records related to the contractor's performance under this contract for a period of five (5) years from the expiration date of the contract. The contractor shall cooperate with any DESE review of records or other documentation related to the contractor's performance under the contract. The contractor shall fully cooperate with any investigations conducted by DESE, or its agents, which relate, directly or indirectly, with the performance of this contract.

DESE, at its sole discretion, may:

- a. Audit all invoices, in a manner determined by DESE;
- b. Reject any invoices for good cause;
- c. Make invoice corrections and/or changes with appropriate notification to the contractor;
- d. Deduct from an invoice any overpayment made by DESE; and
- e. Recover from the contractor any funds for which adequate verification and documentation of expenditures, if required, is not maintained.

In the event DESE determines the contractor to be non-compliant, or at risk for noncompliance with contractual requirements, DESE shall have the right to impose special conditions or restrictions on the contractor to bring the contractor into compliance or to mitigate the risk of non-compliance. DESE shall provide written notification to the contractor of the determination of non-compliance or the risk of non-compliance, identifying any special conditions or restrictions to be imposed by DESE. Special conditions or restrictions may include, but are not limited to:

- a. Requiring the contractor to obtain additional technical assistance;
- b. Requiring additional levels of prior approval from DESE for contract activities;
- c. Requiring additional or more detailed financial reports and/or other documentation;
- d. Requiring the submission and implementation of a corrective action plan.

In the event DESE requires the contractor to submit and implement a corrective action plan, DESE shall provide written notification to the contractor, identifying the specific performance or other contractual requirements that are not being met and the expected corrective resolution. The contractor shall submit a written corrective action plan to DESE within the timeframes specified in DESE's notification. The corrective action plan must include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such, the person(s) responsible for the necessary action, the improvement that is expected, a description of how progress will be measured, and a description of the actions to be taken to prevent the situation from recurring. DESE will notify the contractor in writing if the corrective action plan is approved or if modifications are required. In the event DESE requires changes to the corrective action plan, the contractor shall submit a revised corrective action plan within (5) calendar days of receipt of DESE's notification that changes are required. Failure of the contractor to improve performance within the timeframes required in the approved corrective action plan may result in termination of the contract and/or other remedies available to DESE.

The contractor shall repay to DESE all amounts received from this contract for any purchase or expenditure for which:

- a. The contractor cannot demonstrate expenditures within the requirements of the contract;
- b. The contract is cancelled for any reason whatsoever; or
- c. There is not adequate verification and full documentation by the contractor's records.

**INSPECTION:** The contractor shall allow DESE or its authorized representative to inspect and examine the contractor's premises and/or records which relate to the performance of the contract at any time during the period of the contract and thereafter within the period specified herein for the contractor's retention of records.

**BREACH:** DESE may terminate the contract for breach of contract by providing the contractor with written notice of termination.

- a. The termination shall become effective on the date specified in the notice.
- b. At its sole discretion, DESE may give the contractor an opportunity to cure the breach. DESE shall not pay for services rendered or goods provided after the termination of the contract.

**TERMINATION:** DESE reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

**FORCE MAJEURE:** Neither the state nor the contractor shall be liable to the other for any failure or delay of performance of any obligations hereunder when such failure or delay shall have been wholly or principally caused by acts or events beyond the state's or contractor's reasonable control. Such causes may include, however are not restricted to: acts of God, acts of civil or military authority, fires, floods, earthquakes, epidemics, quarantine restrictions, freight embargoes or other natural disasters, war, riots, or strikes. Any such excuse for delay shall last only as long as the event remains beyond the reasonable control of the delayed party. Both parties shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this contract. Any party must give written notice of any Force Majeure event to the other party within a reasonable time period after its occurrence in order to receive the liability protections of this paragraph.

**ACCOUNTABILITY:** While this contract is in effect, contractor assures DESE that it will keep such records, provide such information and submit such reports as may be necessary for auditing, evaluation, or other business purpose. A mid-term financial and programmatic report will be required for this contract and shall be due as required by DESE. A final report consisting of a programmatic report and financial report detailing the expenditures will be forwarded to the DESE Financial Contact within thirty (30) days of the end of the contract period.

**RECORDS RETENTION:** The contractor shall retain all records pertaining to the contract for five (5) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the five (5) year limitation and have not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The contractor shall safeguard and keep such records for such additional time as directed by DESE. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.

**CONFLICT OF INTEREST:** If during the term of this contract, either DESE or contractor discover a current or pre-existing conflict on behalf of the contractor, the party that discovers the conflict shall immediately notify the other in writing that the conflict exists. If it is determined by DESE that the proposed services are a conflict of interest, DESE and contractor shall agree to discuss contractor's plan to manage the conflict. If a mutually agreeable management plan cannot be reached, DESE may terminate this contract without further obligation. By entering into this contract with DESE, the contractor states that there are, to the best of its knowledge, no conflicting interests, agreements, or obligations existing with any other party related to the scope of work being performed under this agreement.

**CONFIDENTIALITY:** Unless authorized by this contract, the contractor, its employees, agents or subcontractors, will make no outside disclosure of information considered confidential under state or federal law, whether the information is provided by DESE to the contractor or is developed on behalf of DESE through this contract without written or verbal consent of DESE. This restriction does not apply to information that is in

the public domain, information that is required to be disclosed by law, or that is to be used for publication in academic media.

**CONTRACT WORK PRODUCT AND RIGHTS TO INVENTION:** Materials provided by DESE and developed under this contract are considered works for hire and the property of DESE. However, the contractor may use any such materials for internal, non-commercial purposes and for academic publications. Materials proposed for publication shall be presented to DESE for review. The contractor shall disclose, as requested by DESE, all materials or documents arising out of or relating to the services rendered under this contract. All requested documents or materials and all tangible products developed under this contract shall be presented to DESE with the final expenditure report prior to receipt of final payment.

The contractor shall also 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.

Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 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 issued by the awarding agency.

**STATUS AS A CONTRACTOR:** In the performance of the work and services, the contractor will act solely as an independent contractor and nothing contained or implied in this contract will be construed as to create the relationship of employer and employee, partnership, principal and agent, or joint adventure between DESE and the contractor. The manner and method of implementing and completing any work to be performed hereunder will be left to the contractor's control, and in accordance with the terms of this contract. The total commitment and liability of DESE in regard to any arrangement or work performed hereunder is to pay the fees pursuant to the provisions of this contract. The contractor shall assume all responsibility for federal, state, or municipal incomes tax, social security, self-employment tax, unemployment compensation, fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, and other employer-related obligations imposed.

**INDEMNITY:** *(Please check which one applies)*

**POLITICAL SUBDIVISIONS:** DESE and the contractor represent that, as of the date of this agreement, they are public entities established under the laws of the State of Missouri and are not authorized to indemnify other persons or entities liability that may arise under the provisions of this contract. DESE and the contractor shall both be responsible and liable for their performance of their own respective duties and obligations under this agreement.

**FOR STATE ENTITY COVERED BY LEGAL EXPENSE FUND:** DESE and the contractor represent that as of the date of this Agreement they are subject to the Missouri State Legal Expense Fund, established by Missouri Statute and administered and interpreted by the Attorney General for the State of Missouri. DESE and the contractor have no liability insurance that can extend protection to any other persons.

**FOR OTHER THAN STATE ENTITY:** The contractor hereby releases DESE from any and all liability for damage to property or loss thereof, personal injury or death during the term of this contract (and any extensions thereof) or thereafter, sustained by the contractor, and any employee, agent, or subcontractor employed by the contractor as a result of performing the services under this contract or arising out of the performance of such services, and the contractor will indemnify and save DESE harmless from any and all

claims except where such damage, loss, injury, or death is caused by or results solely from the negligence of DESE agents or employees.

**DEBARMENT CERTIFICATION:** The contractor or authorized signer of this document certifies that the contractor (named below) and each of its principals (as defined by 2 C.F.R. Part 180) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency.

**CASH MANAGEMENT IMPROVEMENT ACT:** The contractor ensures that it is in compliance with the Cash Management Improvement Act of 1990 (CMIA), as provided in 31 U.S.C. § 6503. This act requires vendors to demonstrate that when receiving federal funds, they have already spent the funds.

**STEVENS AMENDMENT:** In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Stevens Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with federal funds unless DESE's prior approval is obtained and unless they clearly state the following as provided by the DESE:

- a. The percentage of the total costs of the program or project which will be financed with federal funds;
- b. The dollar amount of federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

**ANTI-DISCRIMINATION AGAINST ISRAEL ACT:** If the contractor meets the definition of a company as defined in § 34.600, RSMo, and has ten (10) or more employees, the contractor shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in § 34.600, RSMo.

If the contractor meets the definition of a company as defined in § 34.600, RSMo, and the company's employees increase to ten (10) or more during the life of the contract, then the contractor shall submit to DESE a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.

If during the life of the contract, the contractor's business status changes to become a company as defined in § 34.600, RSMo, and the company has ten or more employees, then the contractor shall comply with, complete, and submit to DESE a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.

**CONTRACT EXPENSES AND SALARIES:** There will be no duplication of salaries or fees for services rendered under this contract. All expenses relating to this contract will be incurred within the contract period.

**UNEXPENDED FUNDS/SURPLUS PROPERTY:** The contractor shall not be allowed to carry over any approved funds not expended during the contract period. If DESE determines that total payments from exceed actual year-end expenditures by an amount in excess of the Final Payment amount, DESE will withhold the Final Payment. If total payments from DESE exceed actual expenditures, the contractor will make a refund to DESE.

**BUSINESS COMPLIANCE:** The contractor must be in compliance with the laws regarding conducting business in the State of Missouri. The contractor certifies by signing the signature page of this original document and any amendment signature page(s) that it and any proposed subcontractors are presently in

compliance with such laws. The contractor shall provide documentation of compliance upon request by DESE. The compliance to conduct business in the state shall include, but not necessarily be limited to:

- a. Registration of business name (if applicable);
- b. Certificate of authority to transact business/certificate of good standing (if applicable);
- c. Taxes (e.g., city/county/state/federal);
- d. State and local certifications (e.g., professions/occupations/activities);
- e. Licenses and permits (e.g., city/county license, sales permits); and
- f. Insurance (e.g., worker's compensation/unemployment compensation).

**CONTRACTOR LANGUAGE:** The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes, but is not limited to, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) (8 U.S.C. § 1324a) and the Immigration Nationality Act (INA) (8 U.S.C. § 1101, *et seq.*; 8 C.F.R. § 274A).

If the contractor is found to be in violation of this requirement or the applicable 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 shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies. The contractor agrees to fully cooperate with any DESE equal employment or affirmative action investigations in DESE's efforts to preserve an employment environment free from illegal discrimination.

If the contractor meets the definition of a business entity as defined in § 285.525, RSMo, pertaining to § 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 § 285.525, RSMo, pertaining to § 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:

- a. 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
- b. Provide to DESE 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
- c. Submit to DESE a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

In accordance with § 285.530.2 RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

**SUBCONTRACTORS:** Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri 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 in the contract between the State of Missouri and the contractor. The contractor shall expressly understand and agree that it shall assume and be solely responsible for

all legal and financial responsibilities related to the execution of a subcontract. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein. The contractor must obtain the approval of the State of Missouri prior to establishing any new subcontracting arrangements and before changing any subcontractors. The approval shall not be arbitrarily withheld.

Pursuant to § 285.530.1, 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 §§ 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 § 285.530.1, RSMo, if the contract binding the contractor and subcontractor affirmatively states that

- a. the direct subcontractor is not knowingly in violation of § 285.530.1, RSMo, 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.

**OFFSHORE DISCLOSURE:** The contractor should provide a description of the following if requested by DESE:

- a. The proposed services that will be performed and/or the proposed products that will be provided by Missourians and/or Missouri products.
- b. The economic impact returned to the State of Missouri through tax revenue obligations.
- c. A description of the contractor's economic presence within the State of Missouri (e.g., type of facilities: sales office; sales outlets; divisions; manufacturing; warehouse; others), including Missouri employee statistics.
- d. If any products and/or services offered under this contract are being manufactured or performed at sites outside the continental United States, the contractor **MUST** disclose such fact and provide details with the contract.

**SOFTWARE LICENSE CERTIFICATION:** The contractor hereby certifies that funds received under this agreement shall not be used to acquire, operate, or maintain computer software in violation of United States copyright laws or applicable licensing restrictions and that the contractor has in place appropriate systems and controls to prevent funds received under this agreement from being used in a manner that violates this certification. The contractor is hereby given notice that, if DESE becomes aware that the contractor has failed to comply with this certification, the agency shall take such corrective measures it deems appropriate under this agreement and consistent with the requirements of law.

**SUNSHINE LAW COMPLIANCE:** As a public governmental body, DESE is subject to the Missouri Open Meetings and Records ("Sunshine") Law. Pursuant to § 610.010(6), RSMo, records created by contractors pursuant to an agreement with or on behalf of DESE are considered public records under the Sunshine Law. Should DESE receive a Sunshine Law request that relates to records the contractor has created on behalf of DESE, it will notify the contractor.

**INTELLECTUAL PROPERTY OWNERSHIP:** Contractor will clearly mark the materials to which it believes it has title, copyright, patent, trademark, and other proprietary rights. DESE is committed to transparency. Should DESE receive a Sunshine Law request, DESE will notify the contractor so that it can take appropriate steps it believes are necessary to protect any Intellectual Property rights.

**NONDISCRIMINATION:** It is the policy of the Missouri Department of Elementary and Secondary Education not to discriminate on the basis of race, color, religion, gender, gender identity, sexual orientation,



national origin, age, veteran status, mental or physical disability, or any other basis prohibited by statute in its programs or employment practices as required by Title VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title II of the Americans with Disabilities Act of 1990, and the Americans with Disabilities Act Amendments Act of 2008 (ADAAA), the Genetic Information Non-Discrimination Act (GINA), or USDA Title VI.

Direct inquiries related to DESE employment practices to the Jefferson State Office Building, Human Resources Director, 205 Jefferson Street, Jefferson City, Missouri 65102-0480; telephone number 573-751-9619. Inquiries related to DESE programs and to the location of services, activities, and facilities that are accessible by persons with disabilities may be directed to the Jefferson State Office Building, Director of Civil Rights Compliance and MOA Coordinator (Title VI/Title VII/Title IX/504/ADA/ADAAA/Age Act/GINA/USDA Title VI), 5<sup>th</sup> Floor, 205 Jefferson Street, P.O. Box 480, Jefferson City, MO 65102-0480; telephone number 573-526-4757 or TTY 800-735-2966; fax number 573-522-4883; email [civilrights@dese.mo.gov](mailto:civilrights@dese.mo.gov).

**OTHER SPECIFIC PROGRAMMATIC REQUIREMENT(S):** None.

**APPROVED AND ACCEPTED:**

I / We hereby agree to provide the services and/or items, at the price(s) stated, pursuant to the requirements of this document and further agree that when this document is countersigned by an authorized official of the Missouri Department of Elementary and Secondary Education a binding contract shall exist between the contractor and the Department of Elementary and Secondary Education.

*In witness thereof, the parties below hereby execute this agreement.*

For City of Columbia on behalf of the Columbia-Boone County Department of Public Health

SKB

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: De'Carlton Seewood Title: City Manager

For the Department of Elementary and Secondary Education

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: Margaret M. Vandeven, Ph.D. Title: Commissioner of Education

Revised 05.06.2022

Approved as to form:

\_\_\_\_\_  
City Counselor

**Child Care Health Consultation  
Columbia-Boone County  
Department of Public Health  
and Human Services**

**Appendix A: Scope of Work**

**1. PURPOSE**

- 1.1 The purpose of this contract is to support health consultation services offered by the Contractor, to child care providers (CCPs) and the children in their care. Consultation, health issue training, and/or health promotion services are provided through local public health agency (LPHA) health professionals, Child Care Health Consultation (CCHC) program consultants, including a Primary Consultant identified by the agency who is a registered nurse (RN), hereinafter approved CCHC program trainer(s).
- 1.2 This contract will enhance child care health and safety practices and to provide outreach to CCPs, including those who serve child care subsidy children, by providing consultation, health issue training, and health promotion services in order to improve the health status and ensure safety of children in child care.
- 1.3 To assist the Missouri Department of Elementary and Secondary Education, Office of Childhood, hereinafter Department or state agency, in achieving standards according to the Caring for Our Children National Health and Safety Performance Standards: Guidelines for Early Care and Education Programs, 4<sup>th</sup> Edition, which outlines the CCHC role and the guiding principles of ensuring all children have the ability to thrive in safe and healthy environments.

**2. DELIVERABLES AND OUTCOMES**

- 2.1 The Contractor shall utilize contract funding to address health and safety issues in child care by providing one or more of the following services, which parents and guardians are encouraged to attend:
  - 2.1.1 Consultation services
    - a. The Contractor may offer health consultation services to be made available to all CCPs, regulated and unregulated, in the Contractor's coverage area.
    - b. The Contractor shall address issues identified by the CCP, parents/guardians, consultant, and the Department.
    - c. Consultation services may include the following:

- 1) Assessments of the child care facility and/or staff conducted in accordance with the Caring for Our Children National Health and Safety Performance Standards: Guidelines for Early Care and Education Programs, 4<sup>th</sup> Edition.
- 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 Women, Infant, and Children (WIC).

d. Consultation Documentation

- 1) The Contractor shall utilize the Department's service log entry application for documenting the delivery of consultation services.
  - i. Direct delivery of consultation services shall be documented in a separate entry from indirect delivery of consultation services. Indirect delivery of service would include staff time spent traveling, preparing, gathering resources, etc.
    1. Direct delivery of consultation services shall be documented in the service log as health and safety consultation, and all required fields accompanied by an asterisk shall be completed.
    2. Indirect delivery of consultation services shall be documented in the service log as "Indirect Delivery of Services", and all required fields accompanied by an asterisk shall be completed.
  - ii. Consultations shall be documented quarterly by the 15<sup>th</sup> of the month for each of the following months: January, April, July, and October.

2.1.2 Health Issue Trainings

- a. The Contractor may provide health issue trainings for CCPs, or assure providers have access to, and are aware of, equivalent trainings. CCPs commonly refer to Health Issue Trainings as Clock Hour Trainings. Health issue trainings shall be conducted by approved CCHC program trainers or guest speakers approved by the CCHC Program. When a guest trainer is utilized:
  - 1) An approved CCHC program trainer shall be present.

- 2) The approved CCHC program trainer shall ensure the guest speaker is a subject matter expert in the specific health issue training topic.
- b. The process for approving CCHC program trainers shall be as follows:
- 1) Approved CCHC program trainers shall obtain a Missouri Professional Development Identification Number (MOPD ID).
  - 2) The Primary Consultant shall also create a user account in the Department's approved professional development registry. User accounts are only needed for designated staff who will schedule and assign trainers for a health issue training session. Additional approved CCHC program trainers who only provide occasional training will only need a MOPD ID. Guest speakers do not need to obtain a MOPD ID or create a user account in the Department's approved professional development registry unless a certification is provided as part of the clock hour training (such as CPR/First Aid).
  - 3) The Contractor shall notify the CCHC Program Manager when a new employee has been added by providing the new employee's name, contact information, and MOPD ID. Likewise, the Contractor shall notify the CCHC Program Manager when LPHA staff should be removed from approved CCHC program trainer status.
- c. When conducting health issue trainings, approved CCHC program trainers shall:
- 1) Provide health issue 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) Develop and conduct health issue training content in accordance with the Caring for Our Children National Health and Safety Performance Standards: Guidelines for Early Care and Education Programs, 4<sup>th</sup> Edition.
  - 3) Provide health issue training at times when CCPs do not have responsibility for the care and supervision of children.
  - 4) Ensure at least one (1) CCP attend to qualify for reimbursement.
  - 5) Provide Department approved health issue training for no less than one (1) hour and give clock hours in no less than one-quarter (1/4) hour increments after the first full hour.

- 6) Ensure all health issue trainings are culturally competent and consider the inclusion of adults and children of all abilities.
  - 7) 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 health issue training, health issues based on local CCP need or request as follows:
- 1) Department Standardized Health Issue Training
    - i. When using Department standardized curricula (including lesson plans), the Contractor may add supplemental information to the health issue training curriculum, but shall not delete information. These Department standardized curricula may be found in the library for approved CCHC program trainers in the program's professional development training system or in the Child Care Health Consultation Health Issue Training Library. Approved CCHC Program trainers will obtain access to the Health Issue Training Library from the CCHC Program Manager.
  - 2) Locally Developed Health Issue Training
    - i. The Contractor may address community health and safety issues for CCPs through locally developed health issue trainings.
    - ii. Existing lesson plans may be found in the library for approved CCHC program trainers in the program's professional development training system or in the Child Care Health Consultation Health Issue Training Library. Approved CCHC Program trainers will obtain access to the Health Issue Training Library from the CCHC Program Manager.
    - iii. When visual media are used (e.g. DVD), it shall consist of no more than one-half (1/2) of the total training time.
    - iv. As new health and safety topics are identified, the Contractor may contact the CCHC Program Manager for assistance with developing a lesson plan to be added to the library for approved CCHC program trainers in the in the program's professional development training system.
      1. New lesson plans shall be documented on the Health Issue Training Lesson Plan Template and submitted to the CCHC

Program Manager for submission to the Department's approved professional development registry for approval on behalf of the CCHC Program. All resources to be used for a new lesson plan shall also be shared with the CCHC Program Manager.

2. The process of approval for new lesson plans may take up to thirty (30) business days.
3. 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.
  - i. Training sign-in sheets shall include the following components: Name of contractor, training site, topic, date, time (from/to), approved CCHC program trainer(s), guest trainer, participants (child care provider/parent/family member) printed name/signature and MOPD ID, facility name/town/DVN, total number of attendees.
  - ii. Training sign-in sheets shall be uploaded into the appropriate scheduled session to close out training attendance.
  - iii. Training shall be closed out within five (5) calendar days after completion of training.
  - iv. Training sign-in sheets shall be maintained within the agency for five (5) years following the end of a contract year, and made available upon request for contract monitoring.
- 2) The Contractor shall utilize the department's service log entry application for health issue training documentation.
  - i. Direct delivery of health issue training services shall be documented in a separate entry from indirect delivery of health issue training services. Indirect delivery of services would include staff time spent traveling, preparing, gathering resources, etc.

1. Direct delivery of health issue training services shall be documented in the service log as a health issue training, and all required fields accompanied by an asterisk shall be completed.
  2. Indirect delivery of health issue training services shall be documented in the service log as “Indirect Delivery of Services”, and all required fields accompanied by an asterisk shall be completed.
- ii. Health Issue Trainings must be documented quarterly by the 15<sup>th</sup> of the month for each of the following months: January, April, July, and October.

### 2.1.3 Health Promotion

- a. The Contractor may provide health promotion presentations/activities, with a health or safety focus, for children enrolled in a child care facility in order 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.
- b. Health promotions shall be provided by an approved CCHC program trainer or guest trainer. When a guest trainer is utilized:
  - 1) An approved CCHC program trainer shall be present.
  - 2) The approved CCHC program trainer shall ensure the guest speaker is a subject matter expert on the specific health promotion topic.
- c. Health promotions shall be presented on-site at the child care facility and should not exceed thirty (30) minutes.
- d. Health promotion topics shall be developed in accordance with the Caring for Our Children National Health and Safety Performance Standards: Guidelines for Early Care and Education Programs, 4<sup>th</sup> Edition.
- e. Health promotion programs for children shall be developmentally appropriate and based on a written lesson plan as follows:
  - 1) As new health and safety topics are identified, a lesson plan shall be documented on the CCHC Program Health Promotion Lesson Plan Template and submitted to the CCHC Program Manager for approval.

- 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.
- f. Existing health promotion lesson plans available for use may be found in the CCHC Health Promotion Library. Approved CCHC Program trainers will obtain access to the database from the CCHC Program Manager.
  - g. The Contractor shall not conduct back-to-back or same-day health promotions with the same children.
  - h. Appropriate staff/child ratio shall be maintained by the CCPs 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 Child Care Homes and Child Care Centers, 5 CSR 25-500.112 and Licensing Rules for Family Child Care Homes, 5 CSR 25-400.105(2), or any staff/child ratios required for the Child Care Subsidy program. The presenter shall not have unsupervised access to the children while at the facility.
  - i. Health promotions do not count toward the licensed/regulated CCP's annual clock hour requirement.
  - j. Health Promotion Documentation
    - 1) The Contractor shall utilize the Department's service log entry application for health promotion documentation.
      - i. Direct delivery of health promotion services shall be documented in a separate entry from indirect delivery of health promotion services. Indirect delivery of services would include staff time spent traveling, preparing, gathering resources, etc.
        1. Direct delivery of health promotion services shall be documented in the service log as a health promotion, and all required fields accompanied by an asterisk shall be completed.
        2. Indirect delivery of health promotion services shall be documented in the service log as "Indirect Delivery of Services", and all required fields accompanied by an asterisk shall be completed.



- ii. Health promotions shall be documented quarterly by the 15<sup>th</sup> of the month for each of the following months: January, April, July, and October.

#### 4. INVOICING AND PAYMENT

- 4.1 The Contractor shall invoice the Department on the Department of Elementary and Secondary Education (DESE) Invoice Form and use the Invoicing Tool for Calculating Indirect. The Contractor shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
  - 4.1.1 The Contractor shall indicate the invoice number for each quarterly invoice submitted to the Department for payment in the following format: CCHCmmmmmyy, where as “mmmmmyy” represents the first month of the invoicing quarter in two digit form, the third month of the invoicing quarter in two digit form, and the year of the invoicing quarter in two digit form. For example, an invoice submitted to the Department for the quarter of October 2022 through December 2022 should have the following invoice number: CCHC101222.
- 4.2 The Contractor shall submit a DESE Invoice Form and the Invoicing Tool for Calculating Indirect quarterly in the months of January, April, July, and October. The Vendor Request for Payment Form and the Invoicing Tool for Calculating Indirect shall be due by the fifteenth (15<sup>th</sup>) day of the month following the quarter in which the Contractor provided services under the contract. The Contractor shall perform services prior to invoicing the Department.
  - a. First quarter runs October 1<sup>st</sup> through December 31<sup>st</sup>.
  - b. Second quarter runs January 1<sup>st</sup> through March 31<sup>st</sup>.
  - c. Third quarter runs April 1<sup>st</sup> through June 30<sup>th</sup>.
  - d. Fourth quarter runs July 1<sup>st</sup> through September 30<sup>th</sup>.
- 4.2.1 The Contractor shall submit a DESE Invoice Form containing an original or electronic signature of authorization.
- 4.2.2 The Contractor shall submit the DESE Invoice Form and the Invoicing Tool for Calculating Indirect via email to [ChildhoodInvoices@dese.mo.gov](mailto:ChildhoodInvoices@dese.mo.gov) or [CCHCProgram@dese.mo.gov](mailto:CCHCProgram@dese.mo.gov). If unable to submit electronically, the Contractor shall submit via mail to:

Missouri Department of Elementary and Secondary Education  
Office of Childhood  
P.O. Box 480  
Jefferson City, MO 65102-0480

- 4.3 The Contractor shall submit a zero (0) dollar DESE Invoice Form for any quarter in which CCHC services were not provided.
- 4.4 If the Contractor expends all contract dollars prior to the end date of the contract, the Contractor shall submit a DESE Invoice Form for the quarter in which the remaining contract funds were expended, indicating the following in the comments section:  
“Contract is zeroed out, this is the final invoice.”
- 4.5 The Contractor shall submit the final DESE Invoice Form and the Invoicing Tool for Calculating Indirect by the eighth (8<sup>th</sup>) day of the month following the contract end date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 4.6 The Contractor shall maintain and submit upon request detailed supporting documentation for all expenditures submitted for reimbursement via contract invoices.
- 4.7 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.

**5. ADDITIONAL CONTRACT REQUIREMENTS AND CLARIFICATIONS**

- 5.1 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 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 3.1.2b).
  - 5.1.1 The Contractor’s Primary Consultant shall complete CCHC orientation with the CCHC Program Manager, or other designee, offered by the Department. Other approved CCHC program trainers, which are providing CCHC Program services, are also encouraged to complete an orientation. When possible, orientation will be offered by webinar. Upon completion of orientation, the evaluation must be submitted to the CCHC Program.
  - 5.1.2 The Contractor’s Primary Consultant, or another designated approved CCHC program trainer(s), shall complete the annual contract opening webinar 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. Regional trainings may be provided if funding permits.

- 5.2 The Contractor 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.
- 5.3 Outreach efforts should be made to provide consultation, training, and/or health promotion services to child care providers who serve child care subsidy children.
- 5.4 Every effort shall be made to provide all program services, including costs associated with CPR/First Aid certifications and renewals as health issue trainings and supplies essential to the execution of such trainings, at no cost to the child care provider.
- 5.5 The Contractor shall not provide direct clinical services under this contract (e.g. injections, blood tests, health screenings, etc.).
- 5.6 Other LPHA personnel shall not conduct CCHC services in conjunction with LPHA inspection activities.
- 5.7 Additional tools and references for the CCHC contract are provided in the CCHC Program file database. Approved CCHC Program trainers will obtain access to the database from the CCHC Program Manager. The Department will notify the Contractor when updated tools and references are posted.
- 5.8 The Contractor shall be responsible for assuring that all personnel are appropriately qualified and licensed or certificated 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.

## Appendix B - Budget Worksheet

LPHA: Columbia/Boone County Department of Public Health and Human Services					
Completed By:				Date Completed:	
Contact Email:				Contact Phone Number:	
Date Last Revised:		Revised By:		Date CCHC PM Reviewed and Approved:	
FFY 2023 Child Care Health Consultation Contract Budget					
Section A				MCH Amount	CCDF Amount
Total Allowed Contract Amount (see comment)				13,014.33	8,876.19
Operational Expenses:				12,394.60	
Personnel Services					
Fringe					
Travel					
Supplies					
Other					
Equipment (see comment below in Section B)				0.00	
Rental/Lease Costs (see comment below in Section B)				0.00	
Contractual				0.00	
Total Direct Costs				0.00	
Maximum Allowed Indirect				619.73	
CCHC Contract Total				619.73	
Surplus/Deficit				12,394.60	
					Unallowed Cost for Indirect Computation
Section B					
Total Budgeted Costs				13,014.33	
Total Budgeted Equipment Costs				0.00	0.00
Equipment is defined as Tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the contractor, or \$5,000.					
Total Budgeted Rental/Lease Costs				0.00	0.00
Subcontractor Budgets					
Subcontract #1				0.00	0.00
Subcontract #2				0.00	0.00
Subcontract #3				0.00	0.00
Subcontract #4				0.00	0.00
Subcontract #5				0.00	0.00
Total Contractual				0.00	0.00
Section C					
Modified Total Direct Costs (MTDC) excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, and participant support costs or the portion of each contractual costs in excess of \$25,000.					
Allowed Total Cost for the Calculation of Indirect Costs (Total excludes all items noted in Section B above)					13,014.33
Allowed Rate for MCH					5%
Allowed Costs for the Calculation of Indirect MCH					\$3,941.09
Maximum Allowed Indirect Costs for MCH					\$197.05
Allowed Rate for CCDF					5%
Allowed Costs for the Calculation of Indirect CCDF					\$8,453.51
Maximum Allowed Indirect Costs for CCDF					\$422.68
Maximum Allowed Indirect Total					\$619.73