

MISSOURI EAT SMART CHILD CARE SCOPE OF WORK

1. GENERAL

- 1.1 The contract amount shall not exceed \$2,500 for the period of February 1, 2013 through September 30, 2013.
- 1.2 The Department has determined this contract is subrecipient in nature as defined in the Office of Management and Budget (OMB) Circular A-133, Section 210. To the extent that this contract involves the use, in whole or in part, federal funds, the Contractor shall comply with the special conditions contained in Attachment B as attached hereto and incorporated by reference as if fully set forth herein.

2. PURPOSE

- 2.1 In an effort to assist Missouri child care facilities in planning nutritious menus and supporting a nutrition environment that promotes adoption of healthy behaviors in an effort to promote lifelong healthy weight among Missouri's children, the Department's Bureau of Community Food and Nutrition Assistance created the Missouri Eat Smart Guidelines for Child Care (Guidelines) for children ages 2-12 years of age. The Contractor agrees to participate in order to provide healthier meals and a healthier nutrition environment for children in attendance.
- 2.2 In an effort to promote and protect the health and future of Missouri's children, the Guidelines make nutrition recommendations at three levels with increasing healthfulness: minimum, intermediate and advanced. The standard for each level increases in healthfulness as the levels progress. Recommendations are included for breakfast, lunch and dinner menus, and snacks. The Guidelines significantly improve upon the current meal pattern requirements. In addition, environmental factors that relate to nutrition and meal delivery are addressed. These factors identify best practices supporting consistent nutrition messages to children, parents and facility staff while supporting development of healthy nutrition habits. The contractor shall strive to provide a healthier nutritional environment for children.

3. DELIVERABLES AND OUTCOMETS

- 3.1 The Contractor shall attend Department sponsored Eat Smart Child Care training and submit a certificate of attendance from the training to the Department prior to funds being disbursed. The Department requires that the center director, lead teacher(s), and head cook attend the Missouri Eat Smart Child Care training. Training is offered several times each month in various locations around the state. The Contractor can sign up for training by going to http://www.health.mo.gov/living/wellness/nutrition/eatsmartguidelines/pdf/MO_Eat_Smart_Guidelines-Child_Care.pdf.
- 3.2 The Contractor shall allow the Missouri Department of Health and Senior Services – Bureau of Community Food and Nutrition Assistance to conduct on-site monitoring of

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the facility to assess compliance to the Eat Smart Guidelines throughout the first year following the receipt of funds.

- 3.3 The Contractor shall be an active participant in the Child and Adult Care Food Program and be in good standing with the program.
- 3.4 Submit electronic quarterly reports, outlining progress that has been made towards meeting the Missouri Eat Smart Guidelines. The Eat Smart Grant Contract Quarterly Reports are due on the 30th day of the month following the last month of the quarters ending in March, June, and September. The Eat Smart Grant Contract Quarterly Report template, Attachment C, is attached hereto and incorporated by reference as if fully set forth herein.
- 3.5 The Contractor shall submit a final nutrition self-assessment, to allow the department to measure progress from application to completion of the grant project.

4. BUDGET AND ALLOWABLE COSTS FOR COST REIMBURSEMENT:

- 4.1 The Contractor shall be reimbursed an amount not to exceed the total contract amount for only the allowable costs in the following budget categories. Allowable costs include personnel, travel, small equipment, supplies, consultation services, and nutrition education materials.
- 4.2 Funds provided to become an Eat Smart Child Care may be used for the following purposes:
 - 4.2.1 To purchase food service supplies such as serving bowls and utensils;
 - 4.2.2 To purchase small, expendable equipment for the facility, such as food carts, child-size tables or chairs;
 - 4.2.3 To provide nutrition education to the staff, parents, or children. Materials purchased for education must be from the approved list of resources provided by the Department;
 - 4.2.4 To send child care staff to Missouri Eat Smart Child Care training, including the cost of wages earned while traveling and attending training, and travel costs associated with attendance at training, i.e., mileage and meals;
 - 4.2.5 To procure the services of a registered dietitian to assist with menu planning, staff training, or policy development for the child care center;
 - 4.2.6 To purchase any other supplies or services deemed necessary to become a Missouri Eat Smart Child Care facility.
 - 4.2.7 Funds may not be used to purchase food for meals or to pay food service labor costs. Such costs are covered under Child and Adult Care Food Program meal reimbursement.

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- 4.3 The Contractor should consider the quality and efficiency of the materials and supplies they purchase with funds from this grant and the effects that those materials may have on the health and well-being of the children that they serve and the environments they learn and live in.
- 4.4 The Department shall reimburse the Contractor for transportation provided by personal vehicles (mileage) at the lower of the current IRS rate for mileage reimbursement or the mileage reimbursement rate set by the Contractor's internal policy.
- 4.5 The Contractor shall follow competitive procurement practices assuring all purchases are at reasonable prices.

5. INVOICING AND PAYMENT

- 5.1 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. Payment will be delayed until the ACH/EFT application is completed and approved.
 - 5.1.1 A copy of State Vendor ACH/EFT Application and completion instructions may be obtained from the Internet at: <http://www.oa.mo.gov/purch/vendorinfo/vendorach.pdf>.
 - 5.1.2 The Contractor must fax the ACH/EFT Application to: Office of Administration, Division of Accounting at 573-526-9813.
- 5.2 The Contractor shall be paid on a monthly basis upon receipt and approval of a properly prepared Eat Smart Grant Record of Expenditures and Administrative Claim invoice, Attachment D, attached hereto and incorporated by reference as if fully set forth herein. Invoices for payment of grant funds shall be due by the last day of the month following the month in which services were provided during the contract period. The Contractor shall include documentation to support all requests for payment. Documentation may include, but is not limited to, receipts, invoices, payroll records, mileage records, and any other document required to verify the expenditure of funds for goods and services requested in the grant application.
- 5.3 The following documentation must be submitted with the reimbursement request:
 - 5.3.1 Personnel costs (hourly wages, salaries, and fringe benefits): The Contractor shall specify the actual hours spent working on the assigned services. The Contractor shall support all hours invoiced with detailed time sheets indicating the hours worked each day by each person.

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- 5.3.2 Small Equipment and Supplies: The Contractor shall include an itemized listing of the small equipment and/or supplies purchased, as approved in the grant application, including the date of the purchase, the unit cost, and the total cost.
- 5.3.3 Consultation Services: The Contractor shall indicate the date(s) of service, total hours of service, cost per hour, and the total cost for consultation services of a registered dietitian. The invoice shall also indicate the name and address of the consultant dietitian, his/her registration number from the Commission on Dietetic Registration, and license number issued by the Missouri State Committee of Dietitians.
- 5.3.4 Nutrition Education Materials: The Contractor shall include the date of the purchase, the material(s) purchased, the unit cost, and the total cost for nutrition education materials approved for purchase in the grant application.
- 5.4 Prior to submitting the final invoice for payment, each Contractor shall submit an application to be recognized as a Missouri Eat Smart Child Care. Application forms and instructions are available at:
<http://www.health.mo.gov/living/wellness/nutrition/eatsmartguidelines/appsforms.php>.
- 5.4.1 The application must include the center's menus, policies, food labels, and all other supporting documents required in the Missouri Eat Smart Child Care application. The center must have taken the steps necessary to meet the intermediate or advanced level of the Guidelines.
- 5.5 All invoices, reports, grant application, nutrition self-assessment and implementation plan shall be sent to:

Missouri Department of Health and Senior Services
Bureau of Community Food and Nutrition Assistance Programs
P.O. Box 570
930 Wildwood
Jefferson City, Missouri 65102-0570
Attention: Ann McCormack, Bureau Chief
- 5.6 Final invoices are due within thirty (30) calendar days of the contract ending date. The Department shall have no obligation to pay any invoice submitted after the due date.
- 5.7 If a request by the Contractor for payment or reimbursement is denied, the Department shall provide the Contractor with written notice of the reason(s) for denial.
- 5.8 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.

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- 5.9 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. AMENDMENTS

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

7. MONITORING

- 7.1 The state agency reserves the right to monitor this contract during the contract period to ensure financial and contractual compliance.
- 7.2 Contractors deemed high-risk by the state agency may have special conditions or restrictions imposed, including but not limited to the following: withholding authority to proceed to the next phase of the project until the state agency 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 state agency. Special conditions or restrictions can be imposed at the time of the contract award or at any time after the contract award. Written notification will be provided to the Contractor prior to the effective date of the high-risk status.

8. DOCUMENT RETENTION

- 8.1 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. The Contractor shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request. If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later. Failure to retain adequate documentation for any service billed may result in recovery of payments for services not adequately documented.

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9. CONFIDENTIALITY

- 9.1 The Contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the Department and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law. The Contractor assumes liability for all disclosures of confidential information and breaches by the Contractor and/or the Contractor's subcontractors and employees. The Contractor agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo, the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and regulations promulgated under HIPAA, including but not limited to the Federal Standards for Privacy of Individually Identifiable Health Information (45 CFR Parts 160 and 164, the "Privacy Rule"), the Security Standards for the Protection of Electronic Protected Health Information (45 CFR Part 164, subpart C, the "Security Rule"), and the Breach Notification for Unsecured Protected Health Information (45 CFR Parts 160 and 164, the "Breach Notification Rule").

10. LIABILITY

- 10.1 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.
- 10.2 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

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any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

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

- 11.1 Any publicity release mentioning contract activities shall reference the contract number and the Department. Any publications, including audiovisual items produced with contract funds, shall give credit to the contract and the Department. The Contractor shall obtain approval from the Department prior to the release of such publicity or publications.
- 11.2 If any copyrighted material is developed 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.

12. AUTHORIZED PERSONNEL

- 12.1 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.
- 12.2 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.
- 12.3 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 __, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as

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attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit _ must be submitted prior to an award of a contract.

- 12.4 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:
 - 12.4.1 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
 - 12.4.2 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
 - 12.4.3 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.
- 12.5 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.

13. TERMINATION

- 13.1 If state and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract, or in the event of a change in federal or state law relevant to this contract, the obligations of each party may, at the sole discretion of the Department, be terminated in whole or in part, effective immediately or as determined by the Department, upon written notice to the Contractor from the Department.
- 13.2 The Contractor may terminate the contract by giving written notice at least sixty (60) calendar days prior to the effective date of such termination. The Department reserves the right to terminate the contract, in whole or in part, at any time, for the convenience of the Department, without penalty or recourse, by giving written notice to the Contractor at least thirty (30) calendar days prior to the effective date of such termination. In the event of termination pursuant to this paragraph, all documents, data, reports, supplies, equipment, and accomplishments prepared, furnished or completed by the Contractor pursuant to the terms of the contract shall, at the option of the Department, become the

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property of the Department as authorized by law. The Contractor shall be entitled to receive just and equitable compensation for services and/or supplies delivered to and accepted by the Department and for all non-cancelable obligations incurred pursuant to the contract prior to the effective date of termination.