**DEPARTMENT OF HEALTH AND SENIOR SERVICES**

**HOME AND COMMUNITY BASED SERVICES (HCBS) PROVIDER CORONAVIRUS RELIEF FUND (CRF) REIMBURSEMENT**

**AGREEMENT AND ATTESTATION**

HCBS Provider Name:

National Provider Identifier Number:

This is an Agreement and Attestation (hereinafter referred to as “the Agreement”) between the State of Missouri, Missouri Department of Health and Senior Services (DHSS) and  HCBS Provider Name (hereinafter referred to as “the provider”) for the distribution of supplemental payments from federal funds.

I,  Name or Signatory am the  Title of Signatory of  HCBS Provider Name , and I certify and agree that:

1. I have the authority on behalf of the provider to request payment from the State of Missouri pursuant to HB 2008 (100th General Assembly, 2020), page 24, section 8.315, lines 26-30, contingent upon this provision of HB 2008 being signed into law for State Fiscal Year 2021, from the allocation of funds to the State of Missouri from the Coronavirus Relief Fund as created in the Coronavirus Aid, Relief, and Economic Security (CARES) Act (Public Law 116-136) and other applicable federal law. I further certify that I have the full authority to fully bind the provider to the terms and conditions of this Agreement.

2. For COVID-19 necessary expenditures, I certify that the claimed costs were used only to cover those costs that are necessary expenditures incurred due to the public health emergency with respect to the COVID-19 (“necessary expenditures”), and were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020. DHSS will not make any payment unless the provider submits with this attestation the following documentation:

a. Attachment 1: Itemized Invoice of necessary expenditures specifying the following information:

Date of the expenditure;

Detailed description of the item/service; and

Detailed description of the reason why this is COVID-19 related.

b. Attachment 2: Other Relevant Documentation, which includes but is not limited to:

Sales Receipts; and

Invoices.

3. For business interruption costs, DHSS will not make any payment until this attestation is submitted. By signing this attestation, the provider agrees that their business was interrupted and that interruption of business was directly caused by the COVID-19 public health emergency. Further, the provider attests that the business interruptions resulted in $       of lost anticipated revenue between the dates of March 1, 2020 [Date of Signature] and that $       has not been recovered from any other local, state, federal or private source. I also attest that the funds requested do not exceed anticipated earnings for the period of March 1, 2020 – December 30, 2020. Any additional funding granted to this provider through other state, federal, local or private entities when combined cannot exceed anticipated earnings for the period of March 1, 2020 – December 30, 2020.

4. I understand that the funds paid under this Agreement are not funds for participation in or for services rendered through the Missouri Medicaid program (MO HealthNet Program).

5. Funds are limited and subject to appropriation pursuant to lines 26-30 of Section 8.315 of HB 2008.The appropriated funds on lines 26-30 of HB 2008 are capped for the purposes of this Agreement at twenty million dollars ($20,000,000.00). The payment for COVID-19 necessary expenditures and/or business interruption costs incurred by a provider will be made to facilities upon application and qualification until the fund of twenty million dollars ($20,000,000.00) is exhausted, or by December 30, 2020, whichever occurs first.

6. I understand that the funds paid under this Agreement are further capped by a provider allocation which is a prorated share of available funding based on each provider’s percentage of the total billings from December 1, 2019-February 29, 2020. Providers may invoice for more than they are allocated, but will only receive reimbursement up to their earmarked amount.

7. I understand that the State of Missouri will rely on this Agreement as a material representation in making a payment to the provider.

8. I understand that to receive a payment under this Agreement, I must submit this Agreement and invoices to the DHSS, through the DHSS HCBS CRF Provider Relief Payments site.

9. The provider consents to the State of Missouri publicly disclosing the payment(s) the provider received as a result of this Agreement. The provider acknowledges that such disclosure may allow some third parties to estimate the provider’s gross receipts or sales, program service revenue or other equivalent information.

10. The provider shall strictly follow and comply with all federal law and guidance issued or to be issued on what constitutes a necessary expenditure. Noncompliance of any term in this Agreement by a provider or its grantee(s) in any manner shall subject the provider to recoupment of some or all of the payment and shall be a debt due to the State, and shall be returned to the State of Missouri within thirty (30) days of request.

11. The provider shall retain documentation of all uses of the funds, including but not limited to invoices and/or sales receipts. Such documentation shall be reproduced to the State of Missouri upon request.

12. The provider is prohibited from using any funds paid through this agreement for any service or item that has been or may be paid or claimed for any other emergency COVID-19 supplemental funding (whether state, federal, or private in nature), or any other federal funds for that same expense. The funds being provided are used to support expenses incurred and/or business interruption costs that are directly related to their response to prepare, prevent, and respond to the COVID-19 pandemic.

13. This Agreement shall not be binding upon the State for any period in which funds have not been appropriated, and the State shall not be liable for any damages or costs, including attorney's fees, associated with lack of appropriations.

14. The State reserves the right to terminate the Agreement, without penalty or termination costs, if such funds are not available.

15. In addition to the liability imposed upon the provider on account of personal injury, bodily injury (including death), or property damage suffered as a result of the provider’s negligence, the provider shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

16. The provider shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any sub- provider or other person employed by or under the supervision of the provider under the terms of the Agreement.

17. The provider shall maintain auditable records for all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP).

18. The provider shall have in place management and fiscal controls that are adequate to assure full performance of the provider’s obligations under this Agreement.

19. The provider shall allow the State of Missouri or its authorized representative to inspect and examine the provider’s premises and/or records, which relate to the Agreement at any time during the period of the Agreement and the provider shall retain all records pertaining to this Agreement for ten (10) years after the close of the contract year unless audit questions have arisen or any legal action is contemplated or filed within the ten year (10) limitation and has not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The provider shall safeguard and keep such records for such additional time as directed by the DHSS. The obligation of the contractor to retain and produce records shall continue even after the contract expires or is otherwise terminated by either party.

20. Receipt of payments by the grantee does not constitute earning of these funds and is subject to verification provisions stated herein.

21. The State of Missouri shall have the right to recover from the provider all funds for which adequate verification and full documentation of expenditures is not maintained.

a. Adequate verification and full documentation shall be defined as maintaining records in such a manner that an orderly examination by a reasonable person:

1) is possible;

2) can be conducted without the use of information extrinsic to the records;

3) can readily determine whether the good or services were in fact provided; and

4) can readily determine whether the goods/services were provided in accordance with the terms of this Agreement and applicable federal and state regulations.

22. The grantee shall produce and make available all records necessary for adequate verification.

23. The State of Missouri, at its sole discretion, may:

a. audit all invoices, in a manner determined by the State of Missouri;

b. reject any invoice for good cause;

c. make invoice corrections and/or changes with appropriate notification to the provider; and

d. recover from the provider any funds for which adequate verification and documentation of expenditures, if required, is not maintained.

24. Failure of the provider to submit required invoices, time-keeping reports, and schedules of these costs to charge to the grant when due, may result in recoupment of payment under the Agreement. In the event of non-compliance with contractual or performance requirements, the State of Missouri, at its sole discretion, may:

a. require repayment for all or part of the goods and/or services in non-compliance under this Agreement;

b. withhold payments pending correction of the compliance deficiency by the provider; or

c. withhold further payments for goods and/or services; or

d. take any action in law or equity that it deems necessary and appropriate in a court of competent jurisdiction to enforce this Agreement and/or to recover any funds provided under this Agreement improperly expended by the provider.

25. Federal Funds Requirements:

a. This Agreement involves the expenditure of federal funds. Therefore, for any federal funds used, the grantee shall comply with the requirements listed in the following subparagraphs, as applicable.

b. In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the grantee shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the DHSS. Any statements, press releases, and other documents issued with DHSS approval must clearly state the following, as provided by the DHSS:

i. the percentage of the total costs of the program or project which will be financed with Federal money;

ii. the dollar amount of Federal funds for the project or program; and

iii. the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

c. The provider shall comply with all requirements of 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the agreement shall be or have been used to pay the salary or expenses of the grantee, or agent acting for the grantee, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The grantee shall submit to the DHSS, when applicable, Disclosure of Lobbying Activities reporting forms.

26. The provider shall immediately notify DHSS of any changes in circumstances that would impact the provider’s ability to perform all of the requirements of this Agreement and Federal Funds Certification. Notice shall be provided no later than three (3) business days after the change.

I certify under the penalties of perjury set forth in Section 575.040, RSMo that I have read the above certification and my statements contained herein are true and correct to the best of my knowledge.

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| By: |  |
| Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: |  |
| Date: |  |

Subscribed and sworn to before me this      day of Month, 2020.

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Notary Public

My commission expires \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Accepted the Department of Health and Senior Services**

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| By: |  |
| Signature: | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |
| Title: |  |
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