

**DEPARTMENT OF SOCIAL SERVICES**  
**COVID-19 NECESSARY EXPENDITURES REIMBURSEMENT**  
**AGREEMENT AND ATTESTATION**

Nursing Facility Name: \_\_\_\_\_

Nursing Facility Address: \_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, Zip Code

National Provider  
Identifier Number: \_\_\_\_\_

This is an Agreement and Attestation (hereinafter referred to as “the Agreement”) between the State of Missouri, Missouri Department of Social Services (DSS) and \_\_\_\_\_ (hereinafter referred to as “the Facility”) for the distribution of supplemental payments from federal funds as provided in Section 14.099 of Truly Agreed To and Finally Passed SS SCS HCS HB 2008 and 2014 (100<sup>th</sup> General Assembly, 2020).

I, \_\_\_\_\_, am the \_\_\_\_\_ of \_\_\_\_\_, and I certify and agree that:

1. I have the authority on behalf of the Facility to request payment from the State of Missouri pursuant to Section 14.099 of Truly Agreed To and Finally Passed SS SCS HCS HB 2014 lines 23-28 (100<sup>th</sup> General Assembly, 2020) for State Fiscal Year 2020 and HB 2008 (100<sup>th</sup> 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 Facility to the terms and conditions of this Agreement.

2. DSS will not make any payment unless the facility submits with this attestation the following documentation:

a. Attachment 1: Itemized Invoice of necessary expenditures specifying the following information: Date of the expenditure; and

Detailed description of the item/service,

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. 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).

4. Funds are limited and subject to appropriation pursuant to lines 23-28 of Section 14.099 of Truly Agreed To and Finally Passed SS SCS HCS HB 2014 (2020) and lines 26-30 of Section 8.315 of HB 2008. The appropriated funds on Line 27 of HB 2014 and lines 26-30 of HB 2008 are capped for the purposes of this Agreement at ninety

million dollars (\$90,000,000.00). The payment for COVID-19 necessary expenditures incurred by a facility will be made to facilities upon application and qualification until the fund of ninety million dollars (\$90,000,000.00) is exhausted, or by December 30, 2020, whichever occurs first.

5. I understand that the funds paid under this Agreement are capped at a maximum amount determined by the number of certified skilled nursing facility beds for the Facility multiplied by one thousand five hundred dollars (\$1,500.00). I acknowledge that the number of certified skilled nursing facility beds for this Facility is the number of certified skilled nursing facility beds that was reported in the Facility's Certificate of Need covering the first quarter (January through March) of 2020 to the Department of Health and Senior Services.

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

7. I understand that to receive a payment under this Agreement, I must submit this Agreement and invoices to the Department of Social Services at [website, e-mail or physical address].

8. 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.

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

10. The Facility 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 nursing facility or its grantee(s) in any manner shall subject to the Facility 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 Facility 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 Facility 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 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 Facility on account of personal injury, bodily injury (including death), or property damage suffered as a result of the nursing facility's negligence, the nursing facility 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 Facility 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-nursing facility or other person employed by or under the supervision of the Facility under the terms of the Agreement.

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

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

19. The Facility provider shall allow the State of Missouri or its authorized representative to inspect and examine the nursing facility's premises and/or records, which relate to the Agreement at any time during the period of the Agreement and the nursing facility 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 nursing facility shall safeguard and keep such records for such additional time as directed by the DSS. 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 Facility 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 Facility; and
- d. recover from the Facility any funds for which adequate verification and documentation of expenditures, if required, is not maintained.

24. Failure of the Facility 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 Facility; 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 Facility.

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 DSS. Any statements, press releases, and other documents issued with DSS approval must clearly state the following, as provided by the DSS:

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 Facility 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 DSS, when applicable, Disclosure of Lobbying Activities reporting forms.

26. The Facility provider shall immediately notify DSS of any changes in circumstances that would impact the Facility'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.

By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

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

\_\_\_\_\_  
Notary Public

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

Accepted the Department of Social Services

By \_\_\_\_\_

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

Title: \_\_\_\_\_

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