



**Central Finance Office
Transportation Provider Payee Agreement
For Children 0-3 Years of Age**

This Family Transportation Agreement is entered into by and between the Department of Elementary and Secondary Education as the Part C Lead Agency, hereinafter referred to as DESE and: _____ (list the name of the person to be paid), hereinafter referred to as the Payee. This Agreement is for the purposes of coordination and collaboration in the provision of services to eligible children and their families under Missouri's early intervention system.

A. Purpose of Agreement: To establish a relationship between DESE and the provider of transportation for services in accordance with the regulations of the early intervention system.

B. Definition of Provider Services: The Provider has represented to DESE the ability to provide transportation services as defined in federal and state regulations, certifying that he/she meets all current state licensure requirements established as of the effective date of this Agreement.

C. Agreement Effective Dates: This agreement has an effective date, located on the signature page, which shall remain in effect until terminated in whole or in part by any party. For DESE only, this effective date is not to exceed 60 days prior to execution date and does not eliminate enforcement of any provisions of this Agreement.

The Service Provider is an independent contractor for whom no Federal or State Income Tax will be deducted by DESE, and for whom no retirement benefits, workers' compensation protection, survivor benefit insurance, group life insurance, vacation and sick leave, liability protection, and similar benefits available to state employees will accrue.

The Service Provider shall assume responsibility and liability for any damage or loss, of any kind or nature whatsoever to any person or property, caused by or resulting from any error or omission of the Provider, or negligent act of the Provider, arising from the performance of the services as contained in this Agreement. The Provider shall defend, indemnify, and hold harmless DESE or its agent from and against any and all claims, loss, damage, charge or expense to which they or any of them may be subjected by reason of any such loss or damage.

The Service Provider expressly agrees to defend against any claims brought or actions filed against DESE or its agent where such claims or actions involve, in whole or in part, the subject of the indemnity contained herein, whether such claims or actions are rightfully or wrongfully brought or filed.

D. By execution of this Agreement, the undersigned entity (Provider) requests enrollment as a transportation provider.

1. Accept payment from the Central Finance Office (CFO) as full and final payment for services rendered, and not seek further payment from any third party payer, for such services.

2. Provide the Central Finance Office with an invoice of charges, within 60 days for services following service delivery, on approved forms.

3. All payment obligations shall be made in arrears in accordance with Missouri law and the state fiscal policies and procedures.

4. Promptly refund to the DESE or its agent any duplicate or erroneous payment received.

5. Make prompt repayments to DESE or its agent, or arrange to have future payments from the program withheld, whenever it is determined after an investigation or audit that any overpayment to the Provider has been made.

6. Make full reimbursement of any state disallowance incurred by DESE as the result of an act or omission of Provider.

E . Terms and Conditions of this Agreement: The Provider agrees to the following conditions and qualifications to this Agreement:

1. To **immediately** notify DESE or its agent of any change in address, license status and/or insurance.

2. The Provider shall submit to the provider enrollment contractor proof of Automobile Insurance and a license for the privilege of driving. This must be maintained and updated annually with the provider enrollment contractor.

3. That this Agreement may be terminated as follows:

- a) By DESE or its agent for Provider's breach of any provision of the Agreement;
- or,
- b) By DESE or its agent, or by the Provider, upon 60 days written notice.

4. That the State of Missouri is exempt from state, federal and local taxes.

5. This Agreement constitutes the sole agreement between the parties. No representation oral or written not incorporated herein shall be binding upon the parties. This Agreement, upon execution, supersedes and replaces any prior Central Finance Office Service Provider/Payee Agreement previously executed by the Provider.

6. This Agreement is subject to review at least annually. Documentation shall be filed with the provider record located at DESE, or their agent, documenting this review.

The undersigned, being the Provider and having read this Agreement and understanding it in its entirety, does hereby agree, to abide by and comply with all of the stipulations, conditions, and terms set forth herein.

NAME /SOCIAL SECURITY NUMBER

SIGNATURE

DATE OF SIGNATURE

MAILING ADDRESS

CITY

STATE

ZIP CODE

TELEPHONE, including area code