

**COVID-19 RELIEF FUNDS FOR EXTENDED EMPLOYMENT SHELTERED
WORKSHOPS
AGREEMENT AND ATTESTATION**

Extended Employment
Sheltered Workshop
Corporate Name: _____

Address: _____

This is an Agreement and Attestation (hereinafter referred to as “the Agreement”) between the state of Missouri, Missouri Department of Elementary and Secondary Education (DESE) and

(hereinafter referred to as “the workshop”) for the distribution of supplemental payments from federal funds.

I, _____, as an officer of the board of directors, and I, _____, as the authorized agent of _____, both certify and agree that:

1. We have the authority on behalf of the workshop to request payment from the state of Missouri pursuant to House Bill (HB) 2008 (100th General Assembly, 2020), page 24, section 8.315, lines 26-30, 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. We further certify that we have the full authority to fully bind the workshop to the terms and conditions of this Agreement.
2. DESE will not make any payment until this attestation is submitted. By signing this attestation, the workshop agrees their business was interrupted and that interruption of business was caused by required closures or expenses resulting from the COVID-19 public health emergency. Specifically, the workshop business interrupted were the following services of employment of DESE certified employees. Further, the provider attests the business cost and employee payroll, with the exception of May 2020 hours, resulted in \$ _____ of expenses between the dates of March 15, 2020, and _____ and that \$ _____ has not been recovered - reimbursed from any other state, federal or private source.
3. We understand the funds paid under this Agreement are not funds for participation in or for services rendered through the Missouri Extended Employment Sheltered Workshop program.

We also attest the funds available through this grant do not exceed anticipated costs for the period of March 15, 2020 – December 31, 2020. Any additional funding granted to this provider through other state, federal, local or private entities, when combined, cannot exceed anticipated cost for the grant period of March 15, 2020 – December 31, 2020.

4. 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 four million dollars. The payment for COVID-19 necessary expenditures incurred by a provider will be made to facilities upon application and qualification until the fund of four million dollars is exhausted or by December 31, 2020, whichever occurs first.
5. We understand the funds paid under this Agreement are further capped by a workshop allocation, which is a prorated share of available funding based on each workshop's percentage of the total applicable cost and employment hours billings from December 1, 2019 – March 15, 2020. Workshops may be notified upon request of the amount earmarked for each workshop on certain sections of the grant.
6. We understand the state of Missouri will rely on this Agreement as a material representation in making a payment to the workshop.
7. We understand to receive a payment under this Agreement, we must submit this Agreement to DESE through the Office of Special Education, Section of Extended Employment Sheltered Workshop staff at email address: seswccovid19@dese.mo.gov.
8. The workshop consents to the state of Missouri publicly disclosing the payment(s) the workshop received as a result of this Agreement. The workshop acknowledges that such disclosure may allow some third parties to estimate the workshop's gross receipts or sales, program service revenue, or other equivalent information.
9. The workshop 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 workshop or its employee(s) in any manner shall subject the workshop to recoupment of some or all of the payment, shall be a debt due to the state, and shall be returned to the state of Missouri within 30 days of request.
10. The workshop 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 the business interruption (example: Payroll Protection Plan).
11. 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.
12. The state reserves the right to terminate the Agreement, without penalty or termination costs, if such funds are not available.

13. In addition to the liability imposed upon the workshop on account of personal injury, bodily injury (including death), or property damage suffered as a result of the workshop's negligence, the workshop shall pay, indemnify, save and hold harmless the state of Missouri, including its agencies, employees and assignees, from every expense, liability or payment arising out of such misconduct or negligent act.
14. The workshop shall hold the state of Missouri, including its agencies, employees and assignees, harmless for any negligent or intentional act or omission committed by any other person employed by or under the supervision of the workshop under the terms of the Agreement.
15. The workshop shall maintain auditable records supporting all activities performed under this contract. Financial records shall conform to Generally Accepted Accounting Principles (GAAP).
16. The workshop shall allow the state of Missouri or its authorized representative to inspect and examine the workshop 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 10 years after the close of the contract year, unless audit questions have arisen or any legal action is contemplated or filed within the 10 year limitation and has not been resolved. All records shall be retained until all audit questions and/or legal actions have been resolved. The workshop 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.
17. Receipt of payments by the grantee does not constitute earning of these funds and is subject to verification provisions stated herein.
18. 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 goods and/or services were in fact provided; and
 - 4) can readily determine whether the goods and/or services were provided in accordance with the terms of this Agreement and applicable federal and state regulations.
19. The grantee shall produce and make available all records necessary for adequate verification.

20. The state of Missouri, at its sole discretion, may recover from the workshop any funds for which adequate verification and documentation is not maintained.
21. Failure of the workshop to submit required documentation for this grant when due may result in recoupment of payment under the Agreement. In the event of noncompliance 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 noncompliance under this Agreement; or
 - 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 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.

22. 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 DESE. Any statements, press releases and other documents issued with DESE approval must clearly state the following as provided by DESE:
 - 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 workshop 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 DESE, when applicable, Disclosure of Lobbying Activities reporting forms.
23. The workshop shall immediately notify DESE of any changes in circumstances that would impact the workshop's ability to perform all of the requirements of this Agreement and

Federal Funds Certification. Notice shall be provided no later than three 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: _____

By: _____

**Signature: _____

(a) Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

** must be an officer of the board of directors of the workshop corporation
(a) authorized agent of record registered with DESE (workshop manager, director, or CEO)

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

Notary Public

My commission expires _____.

Accepted by the Department of Elementary and Secondary Education (DESE)

By _____

Signature: _____

Title: _____

Date: _____