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# Fiscal Year 2026

## Missouri Substance Use Disorder Grant Program



## Maternal Peer-Based Recovery Support Program

Notice of Grant Opportunity  
#2601

Application Due Date:  
09/15/2025

# Missouri Substance Use Disorder Grant Program

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# **1. Missouri Substance Use Disorder (MO SUD) Grant Program Description**

## **1.1 PROGRAM TITLE**

Missouri Substance Use Disorder Grant Program or MO SUD Grant Program.

## **1.2 MO SUD GRANT PROGRAM ADMINISTRATION**

The Bureau of Community Health and Wellness (CHW) within the Division of Community and Public Health (DCPH) within the Missouri Department of Health and Senior Services (DHSS) administers the MO SUD Grant Program.

## **1.3 MO SUD GRANT PROGRAM FUNDING**

The MO SUD Grant Program is a state-authorized program established under Missouri Constitution Article XIV Section 2.6 (2). The grant program is funded through the Missouri Veterans, Health, and Community Reinvestment Fund from revenue on taxes and fees collected from retail sales of adult-use marijuana sold at licensed retailers within the state.<sup>1</sup>

1.3.1 DHSS is required to use these funds to support and increase recovery, prevention, and treatment programs and services targeting Missouri's populations with the highest rates of drug-related overdose, poor health outcomes, and contributing health factors. The MO SUD Grant Program offers multiple funding opportunities, each with specific objectives to achieve this goal.

1.3.2 Grant funding is subject to state budget appropriations for the period of July 1 to June 30 each year.

## **1.4 MO SUD GRANT PROGRAM GOAL AND STRATEGIC PRIORITIES**

The goal of the SUD Grant Program is to improve health outcomes and prevent and reduce the prevalence of substance use disorders (SUDs) and/or drug-related harms, including overdose.

1.4.1 By supporting programs and services to increase access to evidence-based, low-barrier drug addiction treatment, overdose prevention education, and job placement, housing, and counseling for those with SUDs, this program aligns with the following DHSS State Health Improvement Plan strategic priorities:<sup>2</sup>

- a. Whole Person Health Access;
- b. Fostering Healthy Behaviors; and
- c. Infant and Maternal Health.

# **2. Notice of Grant Opportunity (NGO)**

This NGO requests applications from eligible entities to implement or expand peer-based recovery support for the maternal population to reduce substance use (SU) and SUD within Missouri, improve maternal behavioral health (BH) outcomes (specifically SUD

and co-occurring SU and mental Health (MH) outcomes, and reduce deaths during pregnancy and in the year after birth.

## **2.1 Available Funding**

The maximum number of awards to support the implementation of a Maternal Peer-Based Recovery Support Program is contingent upon the amount of funding and appropriation available.

## **2.2 Grant Award Amounts**

The maximum award amount is \$270,000 per recipient.

## **2.3 Grant Period**

Date of grant award through June 30, 2026, with the possibility of two (2) additional one-year periods.

## **2.4 Anticipated Award Date**

October 20, 2025

## **2.5 Anticipated Project Start Date**

Date of Award.

## **2.6 Application Due Date**

September 15, 2025

## **2.7 Eligible Applicants**

An agency, including an established business, organization, or a non-profit organization, including a local or state government or community-based organization. See Section 7 of this NGO for complete eligibility information.

## **2.8 Program Overview**

<b>SUD Program Goal</b>	Increase health outcomes and prevent and reduce the prevalence of SUDs and/or drug-related harms, including overdose.
<b>Objectives</b>	<ol style="list-style-type: none"><li>1. Increasing access to evidence-based, low-barrier SUD treatment.</li><li>2. Enhancing systems to support individuals with SUD to foster health and resilience.</li></ol>
<b>Strategies</b>	Peer-based recovery support, integrated care coordination, peer navigation, and wrap-around services.
<b>Priority Population</b>	Maternal population, with a focus on pregnant and postpartum individuals. The support may extend for up to two years after birth, as needed.
<b>NGO Goals</b>	<ol style="list-style-type: none"><li>1. Reduce substance misuse and SUD within the maternal population.</li><li>2. Improve maternal BH outcomes (specifically co-occurring SU and MH disorders).</li></ol>

	3. Reduce deaths during pregnancy and in the year after birth.
<b>Anticipated Outcomes</b>	<ol style="list-style-type: none"> <li>1. Decrease preventable maternal deaths with underlying BH conditions (SUD or co-occurring SU and MH disorders) during pregnancy, postpartum, and up to two years after birth as needed.</li> <li>2. Increase the number of women of childbearing age who have received selected women's/maternal preventive health services.</li> </ol>
<b>Performance Metrics</b>	<ol style="list-style-type: none"> <li>1. Aggregate program participant demographic information: <ol style="list-style-type: none"> <li>a. Age;</li> <li>b. Sex;</li> <li>c. Race;</li> <li>d. County of residence;</li> <li>e. Primary drug of use (e.g., opioids, stimulants, heroin, methamphetamine, alcohol, cannabis, other); and</li> <li>f. Veteran status.</li> </ol> </li> <li>2. Number of referrals made to the program by maternal status (pregnant or postpartum), including: <ol style="list-style-type: none"> <li>a. Referral source (e.g., recovery support service, health care organization, law enforcement, crisis system, etc.); and</li> <li>b. Average number of days from the referral source to program attempted contact.</li> </ol> </li> <li>3. Number of SUD screenings performed.</li> <li>4. Number of program participants receiving prenatal and postpartum services.</li> <li>5. Number and type of services to which individuals were referred (e.g., co-occurring SU and MH, prenatal care, postpartum care (including up to two years after birth, as needed), wrap-around services).</li> <li>6. Number of program participants receiving medication-assisted treatment.</li> <li>7. Number of aftercare calls.</li> <li>8. Number of program participants recommended for additional screenings.</li> <li>9. Number and list of partnerships developed or leveraged to enhance project awareness and/or activities.</li> <li>10. Number and type of local community coalition engagements.</li> <li>11. Number of outreach engagements conducted, if applicable.</li> <li>12. Number of participants served, including: <ol style="list-style-type: none"> <li>a. Number of times services were provided;</li> <li>b. Number of participants who completed the program;</li> <li>c. Number of participants who continued service enrollment; and</li> <li>d. Reasons for service discontinuation.</li> </ol> </li> <li>13. Participant-reported: <ol style="list-style-type: none"> <li>a. Satisfaction with services.</li> <li>b. Barriers and facilitators to accessing services.</li> <li>c. Perception of environment as non-judgmental, welcoming, and accepting.</li> </ol> </li> </ol>

	<p>d. Perceived impact of the program on their recovery and wellbeing.</p> <p>14. Other performance metrics based on project scope at the request of the DHSS.</p>
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### 3. Communication Regarding the NGO

#### 3.1 Point of Contact

Applicants may send any questions or concerns about this NGO using the subject line “Maternal Program Site Application” to the following email:

Primary Contact: Nathan Ridenhour  
Email: [Nathan.Ridenhour@health.mo.gov](mailto:Nathan.Ridenhour@health.mo.gov)  
Phone: 573-751-6026

#### 3.2 Communication

1. DHSS requires Applicants to provide a current, valid email address for electronic communications with DHSS during the application process.
2. Applicants are responsible for ensuring these communications are received and responded to accordingly.
3. DHSS will send any information or changes to the NGO requirements electronically as an addendum to the original NGO to all eligible Applicants, which may require a new signature of acknowledgment and change in terms.

### 4. Glossary of Terms and Acronyms

Whenever the following terms and acronyms appear in the NGO document or any addendum, the definitions or meanings described below shall apply.

“Applicant”	An agency or organization applying for a grant through the Missouri Substance Use Disorder Grant Program that meets the specific eligibility requirements for this notice of grant opportunity.
“Certified peer specialist” or “CPS”	An individual in recovery from mental illness and/or a SUD with at least a high school diploma or equivalent and is certified by the Missouri Credentialing Board. <sup>3</sup>
“Certified community health worker” or “CHW”	A public health worker who serves as a liaison between health/social services and residents to improve access to services and enhance cultural competence in service delivery. They engage in outreach, education, informal counseling, social support, and advocacy to build individual and community capacity. Community health workers are certified by the Missouri Credentialing Board.
“DHSS”	The Missouri Department of Health and Senior Services.

“Evidence-based”	The services, programs, and interventions provided in accordance with ethical, current, peer-reviewed, systematically derived, research-based evidence about the most effective methods of preventing and reducing SUD.
“Grant agreement”	The written instrument between the DHSS and grantee that sets forth the terms and conditions of participation in the MO SUD Grant Program, including all written and executed amendments.
“Grant agreement period”	The time frame of the grant agreement defined by the notice of grant opportunity.
“Grantee”	An agency or organization the DHSS selected for funding according to the eligibility and selection criteria described in this notice of grant opportunity and who has a grant agreement signed by both parties. Agencies or organizations wanting to be considered for an award under the MO SUD Grant Program must be registered in the online MissouriBUYS and MOVERS e-procurement systems <a href="https://missouribuy.mo.gov/">https://missouribuy.mo.gov/</a> .
“Integrated care coordination program”	A program designed to facilitate a comprehensive approach to health care and support services for individuals with SUD or co-occurring SU and MH disorders. The model emphasizes the coordination of a wide range of services, including medical treatment, MH services, social support, rehabilitation, and recovery support.
“Low-barrier care”	An approach that reduces requirements or restrictions, addresses challenges that may limit access to care and increases access to treatment for individuals with SUDs.
“Maternal health”	The health and well-being of women during pregnancy, childbirth, and the postpartum period. It includes physical, mental, emotional, and social health.
“Missouri Substance Use Disorder Grant Program” or “SUD Grant Program”	The program established within the DHSS to administer the Substance Use Disorder Grant Program fund, established by the Missouri Revisor of Statutes Section XIV, Section II. <sup>4</sup>
“Nutritious food”	A nutritious food is one that provides food that provides the body with essential nutrients – like vitamins, minerals, and macronutrients (protein, carbohydrates, and fats) – to support growth, maintenance, and overall health and minimizes potentially harmful elements (e.g. anti-nutrients and high quantities of sodium, saturated fats, sugars).
“Peer navigation”	The use of peer support services to assist people in navigating the complex landscape of health care.
“Peer support”	Services provided by someone with lived experience of recovery from a MH condition, SUD, or both. They



	provide non-clinical, strengths-based support and are “experientially credentialed” by their own recovery journey.
“Physical presence”	Refers to an office or staff member located in Missouri. Grantees are allowed to conduct grant activities from another state but must maintain agency representation by having an office or staff present in Missouri.
“Populations with the highest rates of drug-related overdose”	A group of people or communities who have been impacted more by overdose incidence than others. These populations may be defined by race, gender, geographical location, and/or socioeconomic factors.
“Postpartum”	The period after childbirth during which the body returns to its pre-pregnancy state that can last up to a year. <sup>5</sup>
“Recovery”	A process of change through which individuals improve their health and wellness, live self-directed lives, and strive to reach their full potential. Recovery extends beyond abstinence or symptom remission and is based on the goal and expectation of living well and thriving. <sup>6</sup>
“Recovery-oriented systems of care”	Promote individual, program, and system-level approaches that foster health and resilience; increase housing to support recovery; reduce barriers to employment, education, and other life goals; and secure necessary social supports that can help individuals recover and/or manage their BH conditions successfully (specifically co-occurring SU and MH disorders). <sup>7</sup>
“Social service agency”	An organization, either government or private, that provides services intended to aid disadvantaged, distressed, or vulnerable persons or groups.
“Substance use disorder” or “SUD”	A treatable mental disorder that affects a person's brain and behavior, leading to their inability to control their use of substances like legal or illegal drugs, alcohol, tobacco or medications. <sup>8</sup>
“Warm referral”	A process that involves contacting a service on behalf of a client rather than just providing the client with contact information. The goal of a warm referral is to make the process more effective and useful for the client.
“Wrap-around services”	Non-medical services that address health, well-being, and quality of life, such as job placement, housing, and transportation for people with SUDs.

## 5. Background Information

- 5.1 The United States has one (1) of the highest maternal mortality rates among high-income countries. Less often recognized is the significant impact of SUDs and MH disorders as drivers of this crisis, particularly during the postpartum period. A substantial portion of maternal morbidity and mortality occurs in the weeks and months following childbirth,



with suicide and SUD-related overdoses accounting for over 20 percent of postpartum deaths.<sup>9</sup>

- 5.2 Black and Indigenous women are three (3) to four (4) times more likely to die from pregnancy-related complications than white mothers, and postpartum depression rates are 80 percent higher for Black women. Poverty, trauma, structural racism, and lack of high-quality postpartum care all contribute to these differences and poor outcomes.<sup>9</sup>
- 5.3 According to Missouri's Pregnancy-Associated Mortality Review (<https://health.mo.gov/data/pamr/>), MH conditions, including SUD, are a leading cause of pregnancy-related deaths in Missouri. The 2024 report stated an average of 70 Missouri women die while pregnant or within one (1) year of pregnancy each year over 5 years (2017-2021), with the highest number recorded in 2020 (85 deaths). From 2017-2021 (349 deaths total), 77 percent (77%) of these pregnancy-related deaths were preventable if individuals had been screened or treated for BH conditions and/or connected with available resources.<sup>10</sup>
- 5.4 SUD in pregnant and postpartum individuals is typically associated with co-occurring depression, anxiety, post-traumatic stress disorder, panic disorder, and serious psychiatric conditions. Experiencing intimate partner violence during pregnancy or the postpartum period is also closely linked with depression and SUD.<sup>5</sup>
- 5.5 According to the 2023 Missouri Pregnancy Risk Assessment Monitoring System Review Report (<https://health.mo.gov/data/prams/>), 7.1 percent (7.1%) of pregnant women reported using alcohol in the last three months of pregnancy, 8.7 (8.7%) percent smoked during the same period, 6.2 percent (6.2%) used cannabis during pregnancy, and 3.4 percent (3.4%) regularly used prescription pain relievers during pregnancy. However, 72.6 percent (72.6%) reported using over-the-counter pain relievers during pregnancy.<sup>11</sup>
- 5.6 SU and MH disorders can be treated and managed; however, there are limited treatment options that are easy to access, integrated, non-stigmatizing, and family-centered for pregnant and postpartum individuals. New research on peer-based services and programs has shown promise in supporting positive health outcomes for individuals seeking recovery from substance misuse or people at risk of developing a SUD. Because peer support provides many opportunities for connection between individuals who share similar experiences, it is highly influential in modeling recovery. Benefits include increased self-esteem and confidence, increased sense of hope and inspiration, decreased psychotic symptoms, reduced hospital admission rates, longer community tenure, decreased SU and depression, and more.<sup>7</sup>
- 5.8 As SUD contributes to the leading causes of death for the maternal population, peer support services in recovery-oriented systems of care are a crucial resource in accelerating time to remission, linking individuals to treatment and other resources, achieving sobriety, and sustaining recovery and health outcomes for mothers and their children.
- 5.9 The DHSS will fund a separate Missouri Maternal Peer-Based Recovery Support Program: Statewide Technical Assistance Center (TAC) grantee to support the Missouri Maternal Peer-Based Recovery Support Program Site grantees. The statewide grantee will work with the program site grantees to offer support, training, and technical assistance.

The DHSS will require all program site grantees to work with the statewide grantee during the grant agreement period.

## **6. Deliverables**

### **General Requirements**

- 6.1 The Grantee shall implement a peer-based recovery support program focused on care coordination for the maternal population with SUD or co-occurring SU and MH disorders. The program shall expand an existing peer recovery model or establish a new peer recovery program providing SUD recovery/treatment and/or medical services.
- 6.2 The Grantee shall ensure that program staff are trained and have ongoing training to perform grant requirements. This may include travel costs.
- 6.3 The Grantee shall scale the program appropriately to serve the proposed population.
- 6.4 The Grantee shall identify and implement the necessary infrastructure to carry out program activities, including the use of technology for data management, communication tools, network, linkage to care system support, access to support outside of operational hours, and other essential logistical and operational aspects.
- 6.5 The Grantee shall ensure that all services promote optimal and equitable health outcomes for the maternal population and their children impacted by SUD.

### **Peer-based Recovery Support Requirements**

- 6.6 The Grantee shall provide navigation services to refer and link individuals needing culturally responsive, evidence-based BH and SU treatment and resources, including peer support services. Navigation services shall include follow-up appointments and services to ensure individuals are engaged and retained in care.
- 6.7 The Grantee shall assist program participants with reducing barriers to care through wrap-around services.
- 6.8 The Grantee shall establish and implement a referral system for partner agencies to refer pregnant, postpartum, and individuals who may be up to two years post-birth as needed to the Maternal Peer-Based Recovery Support Program.
- 6.9 The Grantee shall use an evidence-based screening tool to assess the SUD or co-occurring SU and MH disorder treatment, including d, and recovery support needs of all program participants.
- 6.10 The Grantee shall make referrals for program participants to access additional BH and wrap-around services. The Grantee shall use warm referrals when possible, such as making an appointment on behalf of the participant, attending the appointment with the participant, providing background information, and following up with the participant to ensure they receive the support they need.
- 6.11 The Grantee shall provide maternal recovery support services for postpartum individuals. This support may extend up to two (2) years after birth, as needed.

- 6.12 The Grantee shall ensure all program participants receive education on overdose prevention.
- 6.13 The Grantee shall ensure that all program participants have access to overdose reversal methods and medically proven treatment.
- 6.14 The Grantee shall provide information on Missouri Tobacco Quit Services (MTQS) to participants who want free help to quit using tobacco products, including the website YouCanQuit.org. Free tobacco prevention and cessation materials are available to order through the DHSS's Tobacco Prevention and Control Program at <https://stateofmissouri.wufoo.com/forms/z1rlh8s51a3zdsz>.
- 6.15 The Grantee shall provide support to program participants' children and/or family members (e.g., referral to wraparound services, family support groups, education, and prevention services) as needed to support the participant's recovery efforts.

### **Collaboration Requirements**

- 6.16 The Grantee shall partner with each of the following types of organizations to ensure they meet the needs of program participants:
  - 1. Health care organizations, such as a hospital;
  - 2. A unit within a hospital such as a labor and delivery ward, postpartum unit, and/or neonatal intensive care unit (NICU);
  - 3. A birthing center;
  - 4. Outpatient entities that care for pregnant and postpartum individuals and their infants, such as primary care, OB/GYN, and/or pediatrics; and
  - 5. State and/or community-based organizations that provide SUD and MH disorder services to enhance access to resources and support program services.
- 6.17 The Grantee shall engage additional organizations and BH service entities to facilitate referrals and enhance program awareness and enrollment among the maternal population with SUD or co-occurring SU and MH disorders.
- 6.18 The Grantee shall engage key stakeholders, including community organizations and families of the maternal population, to ensure wide support and awareness of the program. This shall include supporting and actively participating in community coalitions.
- 6.19 The Grantee shall collaborate with the Maternal Peer-Based Recovery Support Program TAC Grantee to receive support on program implementation and staff training.
- 6.20 The Grantee shall act as a liaison and advocate to promote transparency and collaboration during interactions with local social services. This may include communicating with various social service agencies to ensure information sharing and mutual understanding in addressing program participant needs.
- 6.21 The Grantee shall conduct community outreach to enhance the Maternal Peer-Based Recovery Support Program's awareness, reach, and engagement.

- 6.22 The Grantee may develop and distribute SUD-related educational materials and resources targeted to the maternal population and their families in addition to the materials available through the DHSS and the TAC. The Grantee should collaborate with the DHSS on additional materials.

### **Evaluation Requirements**

- 6.23 The Grantee shall collaborate with the TAC to develop and utilize an evaluation framework for monitoring and evaluating the program's effectiveness, including data collection tools and procedures for adjusting services based on feedback and findings from participants, providers, and staff, including satisfaction rates. This includes producing an annual report on the program's evaluation and impact and includes recommendations for improvements.
- 6.24 The Grantee shall report program activities and their progress to the DHSS as requested. For additional information, see Section 8.
- 6.25 The Grantee shall conduct aftercare calls for program participants at three (3) months, six (6) months, and one (1) year after program enrollment to assess maintenance of recovery and achievement of other program outcomes.

### **Program Sustainability Requirements**

- 6.26 The Grantee shall develop and submit to the DHSS by the end of grant period two (2), a sustainability plan that includes alternative funding stream(s) to sustain the program after the funding ends.

### **Staffing Requirements**

- 6.27 The Grantee shall include the following team members/personnel to administer and perform the grant requirements:
1. The Grantee shall designate a Program Coordinator to serve as the liaison and primary contact between the Grantee and the DHSS. The Grantee shall provide the DHSS with the name, address, email address, and telephone number of the program coordinator no later than five (5) state business days after the grant award is fully executed.
    - a. The Program Coordinator shall manage the program's planning, implementation, monitoring, and reporting and collaborate with the Maternal Peer-Based Support Program TAC Grantee.
    - b. The Program Coordinator shall have a minimum of three (3) years of experience:
      - i. Working with the maternal population, individuals with SUD, and/or individuals disproportionately impacted by SUD;
      - ii. Managing the planning, implementation, and monitoring of contracts or grants; and
      - iii. Engaging partners, communities, and/or populations in strategies to reduce SUD incidence and increase access to treatment and/or recovery services.

2. The Grantee shall designate at least one (1) Certified Peer Specialist (CPS) to provide peer support services.
3. The Grantee shall employ additional support staff with appropriate training and education for their role necessary to perform the deliverables herein (e.g., fiscal management, administration, etc.).

## 7. Eligibility and Experience

- 7.1 The Applicant must meet the following minimum experience requirements at the time of application submission and for the duration of the grant agreement period:
1. The Applicant shall have state or federal recognition as a formal organization or entity, such as a Federal Employer Identification Number (EIN), Missouri Tax ID, or 501c3 status.
  2. The Applicant shall have a physical presence in Missouri.
  3. The Applicant shall be registered in the MissouriBUYS, powered by MOVERS e-procurement systems (<https://missouribuy.mo.gov/>).
  4. The Applicant shall have a minimum of three (3) years of experience working with the maternal population, individuals with SUD, and/or individuals disproportionately impacted by SUD.
  5. The Applicant shall have a minimum of three (3) years of experience collaborating with community partners in strategies to prevent and reduce SUDs and/or increase access to services for the maternal population.
  6. The Applicant shall have a minimum of three (3) years of experience in budget management and administration, with the capacity to establish financial procedures and track, monitor, and report expenditures.
  7. The Applicant shall have or be working towards a commercial nicotine-free grounds policy prohibiting the use of all tobacco products, including e-cigarettes, in any indoor facilities and anywhere on grounds in outdoor spaces under the Applicant's control.
    - i. If the Applicant has no policy, the Applicant must indicate they plan to work towards adopting a policy during the grant agreement period and submit the policy at the end of grant year two.
    - ii. An example policy toolkit, Dimensions: Nicotine-Free Policy Toolkit, can be found at <https://www.bhwellness.org/resources/toolkits/Tobacco-Free%20Policy%20Toolkit-web%20v.2.pdf>.
    - iii. Supplements for priority populations can be found at <https://www.bhwellness.org/> under the resources, toolkit tab.

## 8. Reporting and Record Keeping

### 8.1 Meetings

The Grantee shall meet at least monthly, and as needed or requested, with the DHSS to report on implementation progress and grant deliverables. The DHSS will coordinate the monthly meetings, which may be conducted in person, by phone, or virtually at a time that is agreeable to both parties.

### 8.2 Reports

1. The Grantee shall submit monthly program and quarterly fiscal progress reports using the DHSS-provided templates.
  - a. **Program reports** shall provide activity updates and work plan progress; challenges experienced, including those encountered serving the populations of focus and efforts to overcome them; and strategies taken or planned to address the challenges. Monthly progress reports for activities conducted for the prior month are due on the 15<sup>th</sup> of the month. The reports shall also include the following performance metrics:
    - i. Aggregate program participant demographic information:
      - 1) Age;
      - 2) Sex;
      - 3) Race;
      - 4) County of residence;
      - 5) Primary drug of use (e.g., opioids, stimulants, heroin, methamphetamine, alcohol, cannabis, other); and
      - 6) Veteran status.
    - ii. Number of referrals made to the program by maternal status (pregnant, postpartum, or up to two (2) years post-birth).
      - 1) Referral source (e.g., recovery support service, health care organization, law enforcement, crisis system, etc.); and
      - 2) Average number of days from the referral source to program attempted contact.
    - iii. Number of SUD screenings performed.
    - iv. Number of program participants receiving prenatal and postpartum services, including those individuals who may be up to two (2) years post-birth.

- v. Number and type of services to which individuals were referred (e.g., MH, BH, prenatal care, postpartum care, wrap-around services).
  - vi. Number of program participants receiving medication-assisted treatment.
  - vii. Number of aftercare calls.
  - viii. Number of program participants recommended for additional screenings.
  - ix. Number and list of partnerships developed or leveraged to enhance project awareness and/or activities.
  - x. Number and type of local community coalition engagements.
  - xi. Number of outreach engagements conducted, if applicable.
  - xii. Number of participants served, including:
    - 1) Number of times services were provided;
    - 2) Number of participants who completed the program;
    - 3) Number of participants who continued service enrollment; and
    - 4) Reasons for service discontinuation.
  - xiii. Participant-reported:
    - 1) Satisfaction with services;
    - 2) Barriers and facilitators to accessing services;
    - 3) Perception of environment as non-judgmental, welcoming, and accepting; and
    - 4) Perceived impact of the program on their recovery and wellbeing.
  - xiv. Other performance metrics based on project scope at the request of the DHSS.
- b. **Fiscal reports** shall include supporting documentation for all expenses incurred. Quarterly fiscal reports for expenses incurred for the prior quarter are due on the fifteenth (15) of the month following the quarter.
- i. These reports shall include a budget balance sheet, payroll, accounting records, invoices, and receipts for the previous quarter.
  - ii. Funds must be expended by June 30, and all required supporting documentation received by July 30.



### **8.3 Annual Performance Report**

1. The Grantee shall submit an annual performance report to the DHSS by July 30 following the end of the grant year. The report shall include:
  - a. Summary of progress to date on implementing the work plan and grant deliverables;
  - b. Successes describing progress on completing activities, as well as any additional successes (e.g., identified through evaluation results or lessons learned) achieved in the past year; and
  - c. Challenges that affected the Grantee's ability to achieve annual and program period outcomes, gather data, and complete work plan activities and any additional challenges; strategies implemented to overcome the challenges; and lessons learned in the past year.

### **8.4 Final Program Report**

1. The Grantee shall submit a final report to the DHSS by July 30 after the final grant agreement period. The report shall include:
  - a. Performance measures, including outcomes and reach numbers;
  - b. Evaluation results for the grant agreement period provided in collaboration with the TAC;
  - c. Impact/results, including a description of the effects or results of the work completed over the program period, including submission of success stories; and
  - d. Summary of successes, challenges, lessons learned, and recommendations on ways to improve the Maternal Peer-Based Recovery Support Program.

### **8.5 Annual Work Plan and Budget**

1. The Grantee shall submit a narrative budget and updated work plan for the following year by April 1 of each grant year.

### **8.6 Delinquent Reports**

1. The DHSS may place Grantees with missing reports on a performance plan, which may make them ineligible for participation in future funding cycles.
2. The DHSS may also withhold the following year's funds until all delinquent reports are submitted.

## **9. Use of Grant Funds**

### **9.1 Allowable and Unallowable Costs**

1. **Allowable Costs.** Necessary and reasonable costs in the budget categories below are allowed:

- a. Personnel and Fringe – compensation may include a portion of salaries, wages, and benefits of personnel, including, but not limited to, the following positions: Program Coordinator, CPS, and other budgeted positions for time worked related to the work plan.
- b. Supplies – funds expended for supplies, including equipment, shall not exceed ten percent (10%) of the total program budget. The Grantee shall have the DHSS’s prior approval to purchase any item over \$5,000.
- c. Travel – travel expenses for personnel conducting activities directly related to the grant agreement deliverables. The Grantee shall specifically identify and justify travel expenses in the NGO response budget (Attachment C which is attached hereto and is incorporated by reference as if fully set forth herein). Grantees must have the DHSS’s prior approval for all travel budgeted throughout the program period. Travel expenses must be consistent with the state of Missouri guidelines at: <https://acct.oa.mo.gov/travel-portal> and funding basis (actual cost, per diem, and mileage).
- d. Capital Improvements – Grantees may use up to ten percent (10%) of funds for capital improvements, including but not limited to architectural consultation and renderings, remodeling, and new construction.
- e. Other Miscellaneous – costs for postage, printing, participant incentives, marketing/outreach campaigns or materials, food, etc. The Grantee shall itemize and justify all items listed under the other cost category.
  - i. Food costs shall meet the following requirements:
    - 1. Not exceed \$2,000.00 for the budget year;
    - 2. Be reasonable for the purpose and justified for the grant deliverables and directly support program activities such as meals or snacks for participants during program sessions or events; and
    - 3. Include nutritious options that contribute to the health and well-being of participants.
  - ii. Wrap-around services – Grantees may use up to fifteen percent (15%) of funds for wrap-around services, including but not limited to referrals to MH services, medical services, SU treatment; housing assistance; childcare services; transportation services; etc.
- f. SubGrantees – Grantees may use up to twenty-five percent (25%) of funds for subgrants or external consultants necessary to implement grant deliverables and work plan activities.

9.2 **Indirect costs.** Indirect costs are those associated with the management and oversight of any organization’s activities and are a result of all activities of the Grantee. Grantees may use up to fifteen percent (15%) of funds for indirect costs. Indirect costs may include:

- a. Utilities;

- b. Rent;
- c. Administrative salaries;
- d. Financial staff salaries; and
- e. Building maintenance.

9.3 **Unallowable costs:** The following costs shall not be included in the budget (Attachment C) or be paid with grant funds:

- a. Capital improvements not directly related to providing services necessary to meet grant deliverables;
- b. Supplanting existing funds from other sources for the same purpose, including from local, state, or federal resources;
- c. Foreign travel;
- d. Costs incurred prior to the grant award;
- e. Purchasing naloxone or fentanyl test strips without prior approval from the DHSS;
- f. Purchasing alcohol, cannabis, and/or tobacco products;
- g. Lobbyists, political contributions; and
- h. Direct clinical services, such as SUD treatment services, preventive care, vaccinations, and early childhood visitation.

9.4 **Violation of prohibited activities:** If a Grantee uses funds provided for any prohibited activities, the DHSS may choose to put the Grantee on a corrective action plan, recover funds previously paid, and/or terminate the grant agreement for that funding period. Additionally, Grantees may not be considered for future grant awards.

## 10. Distribution of Grant Funds

1. **Payments:** The DHSS shall disburse funds via electronic funds transfer (EFT). Grantees must complete their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov> to receive any payment from the DHSS. The Grantee must be registered in Missouri BUYS and submit an invoice for the full annual amount to:

Missouri Department of Health and Senior Services  
Bureau of Community Health and Wellness  
P.O. Box 570  
Jefferson City, MO 65102-0570  
Or email: [SUDgrantprogram@health.mo.gov](mailto:SUDgrantprogram@health.mo.gov)

2. **Disbursement:** The DHSS will disburse the total annual award amount upon grant agreement execution and receipt of the contract required invoice.

3. **Retraction or Reduction of Payments:** The DHSS is not bound by any award estimates in the NGO. After making a finding that a grantee has failed to perform or failed to conform to grant agreement conditions or regulation requirements, the DHSS may retract the grant amount of the awarded Grantee. If funds have been disbursed, the Grantee shall issue reimbursement to the DHSS within thirty (30) calendar days of notification of the retraction or reduction.
4. **Unexpended Balance:** Grantees shall return any unexpended balance of the award to the DHSS at the end of each grant agreement period unless the awardee and the DHSS sign an amended grant agreement. The Grantee shall request a grant extension sixty (60) days before the end of the contract period.

## 11. Award Period

1. The original grant agreement period shall be as specified on the cover page and the subsequent Notice of Award of the NGO.

## 12. Renewal Options

1. The parties may renew the agreement for two (2) additional one-year periods if mutually agreed upon by both parties through a written agreement signed by both parties.

## 13. Evaluation and Selection

1. The DHSS shall select Grantees using the following process:
  - a. The DHSS will review submitted applications to determine if they are complete according to the application instructions and were submitted by the NGO's stated deadline.
  - b. The DHSS will exclude from the selection process any application that is missing information, does not meet the NGO requirements, or is received after the deadline.
  - c. The DHSS will evaluate eligible applications using the following criteria:
    - i. The Applicant's organizational, budget management and administration, programmatic, and collaboration experience and capacity to implement the proposed program.
    - ii. The Applicant's understanding of and ability to communicate and meet the needs of the specified population of focus within an identified region/area.
    - iii. The Applicant's proposed activities corresponding to the program goal(s), and objective(s); use of evidence-based services and interventions; specific, measurable improvement on the specified population; and timeline.
    - iv. The Applicant's current and/or planned partnerships and collaborations with stakeholders that may contribute to the proposed program.

- v. An initial evaluation plan for the proposed program.
- vi. The extent to which the Applicant's proposed budget is clear and justified.
- d. Grant Agreements will be awarded on a competitive basis with the lowest cost and best application receiving an award.
- e. The DHSS will prioritize Applicants that reside in or serve communities or populations with the highest rates of drug-related overdose and rank high (6 and above) on the County Health Rankings (Appendix 1, which is attached hereto and is incorporated by reference as if fully set forth herein) for funding.
- f. Geographic Distribution Disclaimer: In accordance with the DHSS's commitment to equitable funding, grant allocations will be distributed across designated regions of Missouri. No more than one Awardee will be selected in each region. Please see Appendix 4, which is attached hereto and is incorporated by reference as if fully set forth herein, for the map of the designated regions. This geographic distribution approach ensures all areas have equal access to maternal peer-based support, fostering program development throughout Missouri.

## 2. Evaluation Scoring

This table identifies the maximum point totals available for each evaluation element.		
Evaluation Category	Evaluation Element	Maximum Points
<b>COST PROPOSAL</b>		<b>60 points</b>
<b>PROGRAM PROPOSAL</b>		<b>140 points</b>
	Organizational Experience and Past Performance	30 points
	Team Qualifications	20 points
	Proposal Abstract	10 points
	Population of Focus and Statement of Need	25 points
	Implementation Approach	35 points
	Work Plan	20 points
<b>TOTAL</b>		<b>200 points</b>

## 14. Application and Submission Information

### 14.1 Submission Instructions

1. The Applicant shall only submit their application electronically via the online platform as provided and designated by the DHSS. Steps for ensuring successful navigation and submission of the online application:
  - a. Go to the SUD Grant Program webpage  
<https://health.mo.gov/living/wellness/substance-use/funding-opportunities.php>.

- b. Complete the application in its entirety, including any required attachments (Project Narrative, Work Plan, Cost Proposal, Signed Grant Agreement Language).
  - c. Questions and issues relating to the NGO must be directed to the buyer. Questions can be emailed to [Nathan.Ridenhour@health.mo.gov](mailto:Nathan.Ridenhour@health.mo.gov) or call (573) 751-6026.
- 2. The DHSS will not contact Applicants in the case of incomplete applications.
  - 3. The Applicant is solely responsible for ensuring that they complete the entire online application by the deadline. Confirmation of receiving the application is not an indication of a complete application or eligibility.

#### 14.2 **Submission Deadline**

- 1. Applications are due no later than September 15, 2025. The Applicant should keep timestamped proof of their submission.

#### 14.3 **Application Format and Components**

- 1. Applicants must submit the following information on the electronic application to be considered for an award under the MO SUD Grant Program:
  - a. Project Narrative (ATTACHMENT A)
    - i. The Applicant shall respond to the required information and questions included in the online application.
  - b. Work Plan (ATTACHMENT B)
    - i. The Applicant shall submit a work plan including specific activities, timelines, and responsible parties to meet the NGO goals, Grant Agreement deliverables, and performance measures.
  - c. Cost Proposal: Budget, Budget Narrative, and Budget Summary (ATTACHMENT C)
    - i. The Applicant shall submit a line-item budget and budget narrative, including the justification and calculations for each line item for allowable costs for the first year and a high-level summary of subsequent years.
  - d. Signed Grant Agreement Language (Cover Page, Exhibit 1 and 2)
    - i. The Grantee shall submit the signed Grant Agreement language with their application, including the Cover Page (42), Exhibit 1 (pages 66-69), and Exhibit 2 (pages 70-72).
- 2. **Grantee must complete all required application sections. The DHSS will not review or consider any materials that are not requested in this NGO. DHSS reserves the right to reject any application that includes additional materials.**



## Substance Use Disorder (SUD) Grant Program Fiscal Year 2026 Application Checklist

This document is intended to serve as a grant application checklist for the Substance Use Disorder (SUD) Grant Program fiscal year 2026 (July 1, 2025, to June 30). It outlines key components and documents necessary to facilitate a successful application process.

Checklist	
<b>Pre-Application Submission</b>	
<input type="checkbox"/>	Go to the SUD Grant Program website at <a href="https://health.mo.gov/living/wellness/substance-use/">https://health.mo.gov/living/wellness/substance-use/</a> and click “ <b>Fiscal Year 2026 Funding Opportunities.</b> ”
<input type="checkbox"/>	Review the Notice of Grant Opportunity in its <b>entirety</b> .
<input type="checkbox"/>	Click on the <b>application link</b> to the right of the Notice of Grant Opportunity link. This will take you to Smartsheet, where you can fill out the application.
<b>Application Documents</b>	
<i>The Applicant should ensure all application questions are answered and the following documents are uploaded in Smartsheet for a complete proposal:</i>	
<input type="checkbox"/>	<b>Project Narrative</b> (Attachment A)
<input type="checkbox"/>	<b>Organizational Chart</b> (Attachment A, Sub-Attachment)
<input type="checkbox"/>	<b>Nicotine-Free Policy</b> (Attachment A, Sub-Attachment)
<input type="checkbox"/>	<b>Conflict of Interest Statement</b> (Attachment A, Sub-Attachment)
<input type="checkbox"/>	<b>Applicable MOU/MOA and/or Letters of Support</b> (Attachment A, Sub-Attachment) <i>*Optional</i>
<input type="checkbox"/>	<b>Work Plan</b> (Attachment B)
<input type="checkbox"/>	<b>Cost Proposal - Budget, Budget Narrative, Budget Summary</b> (Attachment C)
<input type="checkbox"/>	<b>Signed Grant Agreement Language</b> (Cover page, Exhibits 1 and 2)
<b>Post-Application Submission</b>	
<input type="checkbox"/>	Ensure <b>receipt of submission</b> . If “Send me a copy of my responses” was selected, Smartsheet will send a confirmation email. For further confirmation that the application was received, email <a href="mailto:Nathan.Ridenhour@health.mo.gov">Nathan.Ridenhour@health.mo.gov</a> .



## Attachment A: *Sample Project Narrative*

### Maternal Peer-Based Recovery Support Program

This document is **NOT** the application form. The DHSS is providing this information to help Applicants prepare for completing the online application process. Access the online application at <https://health.mo.gov/living/wellness/substance-use/funding-opportunities.php>.

Please email [Nathan.Ridenhour@health.mo.gov](mailto:Nathan.Ridenhour@health.mo.gov) using the subject line: Maternal Program Site Application for any questions about the NGO.

#### Instructions:

1. Please complete all fields in the application. If you experience problems with the application or need the application in a different format, please email [Nathan.Ridenhour@health.mo.gov](mailto:Nathan.Ridenhour@health.mo.gov).
2. Please be aware that the application will not save your entries if you exit the link. Therefore, it's recommended to have all your attachments ready to upload for submission. For the best experience, you should complete this application on a computer.
3. Applicants will be able to upload attachments (e.g., organization chart, tobacco-free campus policy, etc.) in the application portal.

### Certification of the Applicant Information

An individual who is authorized to submit the application on behalf of the Applicant must submit the application.

#### Name and Contact Information of Individual Submitting Application

1. First name
2. Last name
3. Phone number
4. Email address
5. Title

☐ *I certify that the information contained in this application is true and accurate to the best of my knowledge and that I have the authority to submit this application on behalf of the Applicant.*

## General Applicant Information

### Demographical Information

1. Applicant name
2. Agency address
3. Contact email address
4. Contact phone number
5. State or federal recognition (e.g., Federal Employer Identification Number (EIN), or Missouri Tax ID, or 501c3 status)

Has your organization/agency done business with the State of Missouri in the last 12 months?

☐ Yes

☐ No

### Business Compliance

For the Applicant to submit their application, the Applicant must be in MissouriBUYS in a “pending” or “approved” registration status. The Applicant must have “approved” registration status in MissouriBUYS to execute the grant agreement. MissouriBUYS is the State of Missouri’s web-based statewide eProcurement system located at

<https://www.missouribuys.mo.gov>. Find detailed instructions for registration at:  
<https://missouribuys.mo.gov/media/pdf/applicant-registration-instructions>.

### Commercial Nicotine-Free Organizational Commitment

The Applicant must acknowledge and commit to the following:

- ☐ Our organization/agency has, or is working towards, a commercial nicotine-free grounds policy (excluding traditional tobacco gardens or use for ceremonial purposes).
- ☐ Our current policy has been uploaded.
- ☐ Our organization/agency will not accept funding from tobacco companies or their subsidiaries or parent companies during the grant agreement period.

## Conflicts of Interest

The DHSS shall take steps to prevent individual and organizational conflicts of interest, both in reference to Applicants and reviewers per [RSMo §§ 105.450-105.467](#).

Applicants must provide a list of all entities with which it has relationships that create, or appear to create, a conflict of interest with the work proposed in this NGO. The list must provide the name of the entity, the relationship, and a description of the conflict. Submit the list in the application form as directed.

Organizational conflicts of interest occur when:

- A Grantee or Applicant is unable or potentially unable to render impartial assistance or advice to the DHSS due to competing duties or loyalties.
- A Grantee's or Applicant's objectivity in carrying out grant activities is or might be otherwise impaired due to competing duties or loyalties.

In cases where a conflict of interest is suspected, disclosed, or discovered, the DHSS will notify Applicant(s) or Grantee(s), and may pursue actions including the disqualification from eligibility for the grant award, termination of the grant agreement, or other suitable actions to handle the conflict of interest.

1. If applicable, upload documentation of any possible conflicts of interest.
  - ☐ Our organization/agency does not have any conflicts of interest.
  - ☐ Our organization/agency has at least one conflict of interest and will provide the required information.

## Organizational Experience and Past Performance (30 points)

Applicants should explain why they are well-suited to administer this program and demonstrate their understanding of the purpose of the funding and the challenges associated with the priority area to be funded.

*\*NOTE: Large organizations should write this description for the unit directly responsible for the administration of the program. This description of the sponsoring agency should:*

1. Describe the history of the organization, major programming, and how the proposed program aligns with the organization's missions and values. The history should include:
  - a. Founding date;
  - b. Leadership team experience;

- c. Number of years in operation;
  - d. A description of the organization's administrative structure within which the program will function, including an organizational chart; and
  - e. A description of the current service area and physical locations and how they will benefit the proposed program.
2. Describe the organization's experience in serving the maternal population, individuals with SUD, and/or populations disproportionately impacted by SUD. The experience should include:
  - a. Target population served;
  - b. Services provided; and
  - c. Number of years services provided.
3. Describe the organization's experience in collaborating with regional or statewide organizations and community partners in strategies to prevent and reduce SU and/or increase access to services for the maternal population, individuals with SUD, and/or populations disproportionately impacted by SUD. The response should identify your organization's specific role, the role of partners and if they will be engaged in this program. If applicable, please attach Memorandums of Understanding (MOU), Memorandums of Agreement (MOA), and letters of support as appropriate. The organization's experience may include:
  - a. Coalition involvement;
  - b. Implementing peer navigation services, integrated care programs, recovery support services, SUD treatment services, or maternal health care; and
  - c. Health care provider engagement.
4. Describe the organization's experience in managing and administering budgets, contracts, and grants.

## **Team Qualifications (20 points)**

1. Describe the proposed Program Coordinator's role in the program, including a high-level summary of responsibilities and level of effort (stated as a percentage of full-time employment, such as 1.0 (full-time) or 0.5 (half-time) and not number of hours).

2. Describe the proposed Program Coordinator's experience with the following:
  - a. Working with the maternal population, individuals with SUD, and/or individuals disproportionately impacted by SUD;
  - b. Managing the planning, implementation, and monitoring of grant awards or contracts; and
  - c. Engaging partners, communities, and/or populations in strategies to reduce SUD incidence and increase access to treatment and/or recovery services.
3. Describe the proposed Certified Peer Specialist (CPS's) role in the program, including a high-level summary of responsibilities and level of effort (stated as a percentage of full-time employment, such as 1.0 (full-time) or 0.5 (half-time) and not number of hours).
4. Describe the proposed CPS's experience providing services to the population of focus, familiarity with the culture(s) and language(s) of this population and working with underserved and under-resourced populations.
5. Describe the proposed additional support staff's role in the program, including a high-level summary of responsibilities and level of effort (stated as a percentage of full-time employment, such as 1.0 (full-time) or 0.5 (half-time) and not number of hours).

## **Proposal Abstract (10 points)**

The Applicant should include a Proposal Abstract (no more than 500 words) summarizing the proposed program, including its purpose, population(s) to be served (demographics and clinical characteristics), the number to be served annually, and for the entire project, the service area, primary activities, and expected outcomes.

## **Population of Focus and Statement of Need (25 points)**

1. Describe your population(s) of focus and the geographic catchment area (e.g., counties, cities) where you will deliver services that align with the intended population of focus. Provide a demographic profile of the population of focus to include the following: race, ethnicity, language, sex, gender identity, sexual orientation, age, and socioeconomic status.
2. Describe the extent of the problem in the catchment area, including service gaps and disparities experienced by underserved and historically under-resourced pregnant and postpartum populations. Document the extent of the need, including SU (alcohol, tobacco, illegal drugs, or misuse of legal drugs) prevalence rates or incidence data for the population(s) of focus. Identify the source of the data.

3. Identify gaps in identification, screening, assessment, and the provision of evidence-based treatment of SUD and BH conditions (specifically co-occurring SU and MH disorders) for pregnant and postpartum individuals. Specifically, discuss gaps in timely recognition of symptoms and referrals to accessible and holistic care that includes peer support and sustained follow-up for the population of focus.
4. Using APPENDIX 1: Missouri County Health Rankings Table, identify the county health ranking score corresponding to the highest-ranked county where proposed program activities will occur (e.g., St. Louis City corresponds to a ranking of 8). Provide the county name and ranking score.

## Implementation Approach and Work Plan (35 points)

**Instructions:** The Applicant should describe how the proposed service addresses the issues presented in the statement of need, addresses the NGO goals, objectives, and performance measures, and meets the requirements identified in Section 6 (which are identified in parentheses), by addressing the following questions.

### General Requirements

1. Describe your approach to administering a peer-based recovery support program and providing care coordination for the maternal population with SUD or co-occurring SU and MH disorders. Additionally, outline the steps a participant must take from recruitment (e.g., eligibility criteria) to program completion (e.g., completion indicators), highlighting how you consult with participants, recruit, and retain them. (6.1, 6.3, and 6.4)
2. Describe your staffing structure and training plan. (6.2)
3. Describe how you will ensure all services promote optimal and equitable health outcomes for the maternal population and their children impacted by SUD. (6.5)

### Peer-based Recovery Support Requirements

1. Describe how you will provide peer-based recovery support services, including, navigation services to link program participants to BH and SU treatment and resources, along with peer support services for individuals in postpartum. Additionally, describe how you will provide follow-up services to program participants. (6.6, 6.11)
2. Describe how wrap-around services will be provided to reduce participants' barriers to care. Include services to be provided and how you will prioritize needs. (6.7)
3. Describe the referral system for participants, including the evidence-based screening tools you will use to screen participants for SUD or co-occurring SU and MH disorders and assess program participants' SUD treatment and recovery support needs. (6.8, 6.9, 6.10)

4. Describe how you will educate participants on overdose prevention and provide access to overdose reversal methods and tobacco cessation services, along with information on MTQS. (6.12, 6.13, 6.14)
5. Describe how your organization will support participants' children and family members. Include services to be provided and how you will prioritize needs. (6.15)

## Collaboration Requirements

1. Describe how you will engage with various organizations to effectively support program participants, facilitate referrals, and enhance program awareness and enrollment among the maternal population with SUD or co-occurring SU and MH disorders. (6.16, 6.17)
2. Describe how key stakeholders, including community organizations and families, will be involved to ensure program support and awareness. Include how you will support and participate in community coalitions. (6.18)
3. Describe how you will collaborate with the Maternal Peer-Based Recovery Support TAC Grantee for implementation, staff training and program evaluation. (6.19)
4. Describe how you will act as a liaison with social services to foster communication and address participant needs. (6.20)
5. Describe your community outreach efforts to raise awareness and engagement with the program including developing and distributing educational materials related to SUD for the maternal population and their families. (6.21, 6.22)

## Evaluation Requirements

1. Describe your approach for monitoring and evaluating the program's effectiveness, including specific data collection tools and procedures envisioned to gather feedback from participants, providers, and staff. (6.23)

## Work Plan (20 points)

<p><b>Instructions:</b> The Applicant should provide a work plan (see the Sample Work Plan: ATTACHMENT B) that includes specific activities, deadlines, and responsible parties to meet the grant goals, deliverables, and performance measures.</p>
--

1. **Program activities:** Specify program activities, steps, and/or processes to achieve the following program goals and the deliverables in Section 6.
  - a. Reduce substance misuse and SUD within the maternal population.
  - b. Improve maternal BH outcomes (specifically co-occurring SU and MH disorders).
  - c. Reduce deaths during pregnancy and in the year after birth.



Follow the “SMART” approach to outline the activities:

- *Specific* - Activities should include the “who” and the “what”. They should be concrete, detailed, and well-defined so you know where the work is going and what to expect as it progresses.
- *Measurable* – Activities should quantify the amount of change expected.
- *Achievable* – Activities should be attainable or accomplished within the proposed time frame.
- *Realistic* – Activities must consider constraints such as resources, personnel, cost, and timeframe.
- *Time-bound* – Activities should provide a timeframe indicating when the activity will be measured or when the activity will be met.

## Attachment B: *Sample* Work Plan

### Maternal Peer-Based Recovery Support Program

This document is **NOT** the work plan form. The DHSS is providing this information to help Applicants prepare for completing the online application process. Access the online application <https://health.mo.gov/living/wellness/substance-use/funding-opportunities.php>

Please email [Nathan.Ridenhour@health.mo.gov](mailto:Nathan.Ridenhour@health.mo.gov) using the subject line: Maternal Program Site Application for any questions about the NGO.

#### Year 1 (Date of Award – June 30, 2026)

Work Plan						
General Requirements						
Activity	Implementation Activities ( <i>key activities, steps, and/or processes to achieve the program goals and deliverables</i> ).	Responsible Person/Parties	Key Partners	Performance Metrics	Start Date	End Date
Peer-Based Recovery Support Requirements						
Activity	Implementation Activities ( <i>the specific program activities, steps, and/or processes to achieve the program goal and deliverables</i> ).	Responsible Person/Parties	Key Partners	Performance Metrics	Start Date	End Date
Collaboration Requirements						
Activity	Implementation Activities ( <i>the specific program activities, steps, and/or processes to achieve the program</i>	Responsible Person/Parties	Key Partners	Performance Metrics	Start Date	End Date

	<i>goal and deliverables).</i>					
<b>Evaluation Requirements</b>						
<b>Activity</b>	<b>Implementation Activities</b> <i>(the specific program activities, steps, and/or processes to achieve the program goal and deliverables).</i>	<b>Responsible Person/Parties</b>	<b>Key Partners</b>	<b>Performance Metrics</b>	<b>Start Date</b>	<b>End Date</b>

## Attachment C: *Sample Cost Proposal*

### Maternal Peer-Based Recovery Support Program

This document is **NOT** the budget form. The DHSS is providing this information to help Applicants prepare for completing the online application process. Access the online application <https://health.mo.gov/living/wellness/substance-use/funding-opportunities.php>.

Please email [Nathan.Ridenhour@health.mo.gov](mailto:Nathan.Ridenhour@health.mo.gov) using the subject line: Maternal Program Site Application for any questions about the NGO.

**Instructions:** The Applicant shall provide a summary program budget covering the three-year commitment performance period by year and a detailed budget for each grant year. The detailed budget shall include a brief description of each budget item and how the amounts were calculated. Applicants should refer to the NGO to ensure proposed budgets meet all requirements.

#### Budget Summary

Category	Year 1	Year 2	Year 3
Personnel Services			
Fringe Benefits			
Supplies			
Travel Expenses			
Other Miscellaneous Expenses			
SubGrantees			
Indirect			
Modified Total Direct Costs (MTDC)			
Exclusions			
<b>TOTAL</b>			

- Personnel and Fringe** – compensation may include a portion of salaries, wages, and benefits of personnel, including, but not limited to, the program coordinator position, CPS, and other budgeted position’s time worked related to the work plan.
- Supplies** – funds expended for equipment and supplies shall not exceed ten percent (10%) of the total project budget. Includes general office supplies needed to conduct daily business or trainings. The contractor shall have DHSS prior approval to purchase any item over \$5,000.
- Travel** – Travel expenses for personnel conducting activities directly related to the contract deliverables. The applicant shall specifically identify and justify travel expenses in the NGO response budget (ATTACHMENT C). Travel expenses must be consistent with the state of [Missouri guidelines](#) and funding basis (actual cost, per diem, mileage).

- d. **Other Miscellaneous** – costs for postage, printing, training materials, marketing/outreach campaigns or materials, food, wrap-around services, etc. The Grantee shall itemize and justify all items listed under the other cost category.
- e. **SubGrantees** (Fees to External Consultants) – Grantees may use up to twenty-five percent (25%) of funds for subgrants or consultants necessary to implement grant deliverables and work plan activities.
- f. **Indirect costs** – these may include costs associated with managing and overseeing an organization’s activities, such as utilities, rent, administrative salaries, financial staff salaries, and building maintenance. The Grantee shall not bill the DHSS for indirect costs that exceed fifteen percent (15%) of the grant award.
- g. **Modified Total Direct Costs (MTDC) Exclusions** – these may include costs for equipment, capital expenditures, rental costs, participant support costs, and SubGrantee awards over \$50,000. MTDC costs are excluded from the indirect calculation.

# Budget Template

## Maternal Peer-Based Recovery Support Program

Applicant Name

Personnel Services- Position Title/Classification		FTE	Annual Salary	Total	\$ -
1				\$ -	
2				\$ -	
3				\$ -	
4				\$ -	
5				\$ -	
6				\$ -	
7				\$ -	
8				\$ -	
9				\$ -	
10				\$ -	
<b>Personnel Services- Budget Justification Narrative</b> Include roles and responsibilities, and identify how it relates to the program objectives.					
Fringe Benefits- Position Title/Classification		Fringe Rate	Salary	Total	\$ -
1				\$ -	
2				\$ -	
3				\$ -	
4				\$ -	
5				\$ -	
6				\$ -	
7				\$ -	
8				\$ -	
9				\$ -	
10				\$ -	

<b>Fringe Benefits- Budget Narrative</b>					
<b>Supplies- Description/Classification</b>		<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>	<b>\$ -</b>
1				\$ -	
2				\$ -	
3				\$ -	
4				\$ -	
5				\$ -	
6				\$ -	
7				\$ -	
8				\$ -	
9				\$ -	
10				\$ -	
<b>Supplies- Budget Narrative</b> <i>Include costs for equipment and supplies, how they were calculated, and how they relate to program objectives</i>					
<b>Travel Expenses- List Expenses</b>		<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>	<b>\$ -</b>
1				\$ -	
2				\$ -	
3				\$ -	
4				\$ -	
5				\$ -	
6				\$ -	
7				\$ -	
8				\$ -	
9				\$ -	
10				\$ -	



<b>Travel Expenses- Budget Narrative</b> <i>Include expenses associated with travel directly related to grant activities, including parking, meals, lodging, registration fees, etc.</i>					
<b>Other Miscellaneous Expenses- List Expenses</b>		Quantity	Unit Price	Total	\$ -
1				\$ -	
2				\$ -	
3				\$ -	
4				\$ -	
5				\$ -	
6				\$ -	
7				\$ -	
8				\$ -	
9				\$ -	
10				\$ -	
<b>Other Miscellaneous Expenses- Budget Narrative</b> <i>Include costs for postage, printing, training materials, marketing/outreach campaigns or materials, food, wrap-around services, etc. Wrap-around services must be specifically identified.</i>					
<b>SubGrantees</b>		Quantity	Unit Price	Total	\$ -
1				\$ -	
2				\$ -	
3				\$ -	
4				\$ -	
5				\$ -	
<b>SubGrantees- Budget Narrative</b> <i>Include costs for SubGrantees, how they were calculated, and how they relate to program objectives</i>					
<b>Modified Total Direct Costs (MTDC) Exclusions</b>		Quantity	Unit Price	Total	\$ -
1				\$ -	
2				\$ -	

3				\$	-		
4				\$	-		
5				\$	-		
<b>Modified Total Direct Costs (MTDC) Exclusions- Budget Narrative</b> <i>(equipment, capital expenditures, rental costs, participant support costs and any subgrant awards over 50k)</i>							
<b>Total Direct Costs</b>						\$	-
<b>Indirect Costs (15%)</b>						\$	-
<b>Grant Total</b>						\$	-

## APPENDIX: 1

### Missouri County Health Rankings Table 2025

*Health Outcomes tell us how long people live on average within a community and how much physical and mental health people experience in a community while they are alive. Counties are ranked from 1 to 10, with 10 being the least healthy and 1 being the healthiest.<sup>12</sup>*

10	9	8	7	6	5	4	3	2	1
Least Healthy County					Healthiest County				
County	Ranking	County	Ranking	County	Ranking				
Adair	5	Greene	5	Ozark	7				
Andrew	2	Grundy	5	Pemiscot	10				
Atchison	4	Harrison	4	Perry	3				
Audrain	6	Henry	5	Pettis	5				
Barry	5	Hickory	6	Phelps	5				
Barton	5	Holt	5	Pike	5				
Bates	4	Howard	4	Platte	2				
Benton	6	Howell	6	Polk	5				
Bollinger	6	Iron	8	Pulaski	4				
Boone	3	Jackson	5	Putnam	4				
Buchanan	6	Jasper	5	Ralls	5				
Butler	8	Jefferson	4	Randolph	5				
Caldwell	5	Johnson	3	Ray	5				
Callaway	4	Knox	4	Reynolds	6				
Camden	4	Laclede	6	Ripley	9				
Cape Girardeau	4	Lafayette	4	Saline	5				
Carroll	4	Lawrence	5	Schuyler	5				
Carter	7	Lewis	5	Scotland	4				
Cass	3	Lincoln	4	Scott	7				
Cedar	5	Linn	4	Shannon	7				
Chariton	4	Livingston	4	Shelby	4				
Christian	3	Macon	4	St. Charles	2				
Clark	4	Madison	6	St. Clair	4				
Clay	3	Maries	4	St. Francois	6				
Clinton	4	Marion	5	St. Louis City	8				
Cole	3	McDonald	7	St. Louis County	4				
Cooper	3	Mercer	3	Ste. Genevieve	4				
Crawford	8	Miller	5	Stoddard	6				
Dade	6	Mississippi	8	Stone	5				
Dallas	6	Moniteau	4	Sullivan	6				
Daviess	4	Monroe	5	Taney	6				
DeKalb	4	Montgomery	5	Texas	6				
Dent	7	Morgan	5	Vernon	5				
Douglas	5	New Madrid	8	Warren	4				
Dunklin	9	Newton	5	Washington	8				

<b>Franklin</b>	<b>4</b>	<b>Nodaway</b>	<b>2</b>	<b>Wayne</b>	<b>8</b>
<b>Gasconade</b>	<b>6</b>	<b>Oregon</b>	<b>7</b>	<b>Webster</b>	<b>4</b>
<b>Gentry</b>	<b>3</b>	<b>Osage</b>	<b>2</b>	<b>Worth</b>	<b>5</b>
<b>Greene</b>	<b>5</b>			<b>Wright</b>	<b>6</b>

## APPENDIX: 2

### Regional Map



## **APPENDIX: 3**

### **Grant Agreement Language**

The following Grant Agreement and exhibits must be completed, signed, dated, and submitted with the application. Please note that the grant agreement will be fully executed upon award notification and signature by the DHSS.



**STATE OF MISSOURI  
DEPARTMENT OF HEALTH AND SENIOR SERVICES (DEPARTMENT)  
GRANT AGREEMENT**

**TITLE:** Maternal Peer-Based Recovery Support Program  
**AGREEMENT PERIOD:** Date of Award through June 30, 2026

**PROCUREMENT STAFF:** Nathan Ridenhour  
**PHONE NO.:** (573) 751-6026  
**E-MAIL:** [Nathan.Ridenhour@health.mo.gov](mailto:Nathan.Ridenhour@health.mo.gov)

The Grantee identified in the spaces below hereby declares understanding, agreement and certification to compliance to provide the items and/or services, at the prices quoted, in accordance with the specifications and requirements contained herein and the State of Missouri – Terms and Conditions (Revised 07/07/23). The Grantee further agrees that upon receipt of an authorized purchase order from the Department or when a Notice of Award is signed and issued by an authorized official of the State of Missouri, a binding contract shall exist between such Grantee and the State of Missouri.

**SIGNATURE REQUIRED**

<b>VENDOR NAME</b>	<b>MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)</b>
<b>DOING BUSINESS AS (DBA) NAME</b>	
<b>MAILING ADDRESS</b>	
<b>CITY, STATE, ZIP CODE</b>	
<b>CONTACT PERSON</b>	<b>EMAIL ADDRESS</b>
<b>PHONE NUMBER</b>	<b>UEI NUMBER</b>
<b>VENDOR TAX FILING TYPE WITH IRS (CHECK ONE)</b> <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt	
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>

## **1. GENERAL**

- 1.1 The Grant Agreement amount shall not exceed the authorized amount as stated on the Notice of Award for the period of Date of Award through June 30, 2026.
- 1.2 The signature of the Grantee's authorized representative on the Grant Agreement signature page indicates compliance with the Certifications and Special Provisions contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.3 The signature of the Grantee's authorized representative on the Grant Agreement signature page indicates compliance with the Subrecipient Special Conditions contained in Attachment B, which is attached hereto and is incorporated by reference as if fully set forth herein.
- 1.4 The Grantee must be in compliance with the laws regarding conducting business in the State of Missouri. The Grantee shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
  - 1.4.1 Registration of business name (if applicable) with the Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>;
  - 1.4.2 Certificate of authority to transact business/certificate of good standing (if applicable);
  - 1.4.3 Taxes (e.g., city/county/state/federal);
  - 1.4.4 State and local certifications (e.g., professions/occupations/activities);
  - 1.4.5 Licenses and permits (e.g., city/county license, sales permits); and
  - 1.4.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.5 Unless otherwise stated in this Grant Agreement, the Grantee shall use the below information for any correspondence regarding this Grant Agreement:

Program Name: Missouri Substance Use Disorder Grant Program  
Program Contact: Anna Meyer  
Address: 930 Wildwood, Jefferson City, MO 65102-0570  
Phone: (314) 340-7047  
Email: [SUDgrantprogram@health.mo.gov](mailto:SUDgrantprogram@health.mo.gov)



## **2. PURPOSE**

- 2.1 The Missouri Substance Use Disorder Grant Program (MO SUD Grant Program) is a state-authorized program established under Missouri Constitution Article XIV Section 2.6 (2). The grant program is funded through the Missouri Veterans, Health, and Community Reinvestment Fund from revenue on taxes and fees collected from retail sales of adult-use marijuana sold at licensed retailers within the State of Missouri. The objective of this program is to improve health outcomes and prevent and reduce the prevalence of substance use disorders (SUDs) and/or drug-related harms, including overdose.
- 2.2 By supporting programs and services to increase access to evidence-based low-barrier drug addiction treatment, overdose prevention education, and job placement, housing, and counseling for those with SUDs, this program aligns with the following Department State Health Improvement Plan strategic priorities:
- a. Whole Person Health Access, and
  - b. Fostering Healthy Behaviors, and
  - c. Infant and Maternal Health.
- 2.3 SUD Grant Program Funds support evidence-based strategies to increase recovery, prevention, and treatment programs and services targeting Missouri's populations with the highest rates of drug-related overdose, poor health outcomes and contributing health factors. The MO SUD Grant Program offers multiple funding opportunities, each with specific objectives to achieve this goal.
- 2.3.1 The objective of the Maternal Peer-Based Recovery Support Program is to implement or expand peer-based recovery support for the maternal population to reduce substance misuse and SUD within Missouri, improve maternal BH outcomes (specifically co-occurring SU and MH disorders), and reduce deaths during pregnancy and in the year after birth.

## **3. DELIVERABLES AND OUTCOMES**

- 3.1 The Grantee of the Maternal Peer-Based Recovery Support Program shall implement the program and work plan according to all NGO requirements and as approved in the submitted application, which is hereinafter referred to as the approved application.

## **4. REPORTS**

- 4.1 The Grantee shall adhere to all reporting requirements listed in the Grant Application.

## **5. BUDGET AND ALLOWABLE COSTS**

- 5.1 The Department will advance pay the Grantee for an amount not to exceed the category totals listed in the approved budget.
- 5.1.1 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the Grantee.
- 5.2 The Department reserves the right to reallocate or reduce Grant Agreement funds at any time during the Grant Agreement period due to underutilization of Grant Agreement funds by the grantee or changes in the availability of program funds. The Department will provide the Grantee with a thirty (30) days prior written notification of any reallocation.
- 5.3 Without exceeding the category restrictions stated within the NGO, if the Grantee identifies specific needs within the Scope of Work, the Grantee may rebudget up to 10% of the total budget between object class categories of the budget without obtaining prior written approval from the Department.
- 5.3.1 Such rebudgeting by the Grantee shall not cause an increase in the indirect cost category.
- 5.3.2 The Grantee and the Department must agree to a written Grant Agreement amendment for an increase to the indirect cost category or any other rebudgeting.
- 5.4 Indirect costs
- 5.4.1 Indirect costs are those associated with the management and oversight of any organization's activities and are a result of all activities of the Grantee. Indirect costs may include such things as utilities, rent, administrative salaries, financial staff salaries, and building maintenance.
- 5.4.2 The Grantee shall not bill the Department for indirect costs that exceed 15% of the modified total direct costs as defined in 2 CFR § 200.1.
  - a. Modified Total Direct Costs (MTDC) – may include costs for equipment, rental costs, participant support costs, and SubGrantee awards over \$50,000. MTDC costs are excluded from the indirect calculation.
- 5.4.3 It is the Grantee's responsibility to correctly apply the indirect rate to the applicable direct costs claimed on each invoice.
- 5.5 The Grantee shall maintain records for salary and wages charged under the Grant Agreement that accurately reflect the work performed.
- 5.6 The Grantee shall invoice and be reimbursed for actual and reasonable travel expenses at the travel reimbursement rates set by the Grantee's written travel policy.

- 5.6.1 The Grantee shall ensure travel expenses incurred under this Grant Agreement are consistent with those travel expenses followed by the Grantee in like circumstances in its other operations.
- 5.6.2 The Grantee may use Missouri's Contiguous US Per Diem Rates (CONUS) rates as a guide to determine reasonableness.
- 5.6.3 The CONUS per diem rates can be found by clicking on the link for "Per Diem Rates" at the following Internet address: <https://acct.oa.mo.gov/travel-portal>.
- 5.7 The Grantee shall follow competitive procurement practices.

## **6. INVOICING AND PAYMENT**

- 6.1 Electronic Funds Transfer (EFT): The State of Missouri will submit contract payments to the Contractor at the remittance address listed in the Contractor's MissouriBUYS (WebProcure/Proactis) Vendor registration. However, the Contractor understands and agrees the state reserves the right to make contract payments to the Contractor through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the contract, the Contractor must verify and update, if applicable, their Vendor registration with their current remittance address and ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.
- 6.2 The Grantee shall invoice the Department on the Grantee's original descriptive business invoice form. The Grantee shall use uniquely identifiable invoice numbers to distinguish an invoice from a previously submitted invoice.
  - 6.2.1 The Grantee shall include the following certification statement on any invoice submitted to the Department:
    - a. "I certify to the best of my knowledge and belief that the information provided herein is true, complete, and accurate. I am aware that the provision of false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative consequences including, but not limited to violations of U.S. Code Title 18, Sections 2, 1001, 1343 and Title 31, Sections 3729-3730 and 3801-3812."
- 6.3 The Grantee shall submit an itemized invoice by ten (10) business days after the notice of award. This itemized invoice shall reflect the budget summary that is a part of the NGO and shall be on company letterhead.
  - 6.3.1 The Department will pay the Grantee upon receipt of invoice.
- 6.4 The Grantee shall submit to the Department itemized invoices and report(s) for actual expenses occurred. The Grantee shall submit these itemized invoices and report(s) quarterly. All invoices and report(s) are due to the Department by June 30th of the grant period. The Department shall either approve or disapprove of the invoices. The Grantee

shall return any unexpended balance of the award to the Department at the end of the grant agreement unless the Grantee and the Department sign an amended grant agreement.

- 6.5 The Grantee shall email invoices to: [SUDgrantprogram@health.mo.gov](mailto:SUDgrantprogram@health.mo.gov)
- 6.7 If the Department denies a request by the Grantee for payment or reimbursement, the Department will provide the Grantee with written notice of the reason(s) for denial.
- 6.8 The Grantee agrees that any audit exception noted by governmental auditors shall not be paid by the Department and shall be the sole responsibility of the Grantee. However, the Grantee may contest any such exception by legal action and the Department will pay the Grantee all amounts which the Grantee may ultimately be held entitled to receive as a result of any such legal action.
- 6.9 If the Grantee fails to perform required work or services, fails to submit reports when due, or is indebted to the United States government, the Department may withhold payment, reject invoices under this Grant Agreement, or require the Grantee to reimburse the Department monies paid in advance.
- 6.10 If the Grantee underutilizes funds received from the Department, the Grantee shall provide the Department with a check payable as instructed by the Department.
- 6.10.1 For payment by check, the Grantee shall issue a check made payable to “DHSS-DA-Fee Receipts” and mail the check 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
- 6.11 If the Department used a federal grant to pay the Grantee, the Catalog of Federal Domestic Assistance (CFDA) number assigned to the grant and the dollar amount paid from the grant is available on the State of Missouri Vendor Services Portal under the Vendor Payment section at <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>. The CFDA name is available at <https://sam.gov/content/assistance-listings>.
- 6.12 The Department will in all cases be utilized as “payor of last resort” which means that payment under the Grant Agreement may be available only after the Grantee has demonstrated that all other payment sources, including but not limited to insurance coverage and government assistance programs, have been exhausted. Documentation of such shall be maintained in client files to be available for Grant Agreement monitoring purposes.

## **7. AMENDMENTS**

- 7.1 Any changes to this Grant Agreement shall be made only through execution of a written amendment signed and approved by an authorized signatory of each party.

## **8. RENEWALS**

- 8.1 The parties may renew the Grant Agreement for two (2) additional one-year periods if mutually agreed to by both parties. Such renewal shall be accomplished in writing and must be signed by both parties.

## **9. MONITORING**

- 9.1 The Department reserves the right to monitor the Grantee during the Grant Agreement period to ensure financial and contractual compliance.
- 9.2 If the Department deems a Grantee to be high-risk, the Department may impose special conditions or restrictions on the Grantee, including but not limited to the following: withholding authority to proceed to the next phase of the project until the Department receives evidence of acceptable performance within a given Grant Agreement period; requiring additional, more detailed financial reports or other documentation; additional project monitoring; requiring the Grantee to obtain technical or management assistance; or establishing additional prior approvals from the Department. The Department may impose special conditions or restrictions at the time of the Grant Agreement award or at any time after the Grant Agreement award. The Department will provide written notification to the Grantee prior to the effective date of the high-risk status.

## **10. DOCUMENT RETENTION**

- 10.1 The Grantee shall retain all books, records, and other documents relevant to this Grant Agreement for a period of five (5) years after the final Annual Performance Report or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the contract.
- 10.2 The Grantee shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 10.3 If the Grantee is subject to any litigation, claim, negotiation, audit, or other action involving the records before the expiration of the five (5) year period, the Grantee shall retain the records six (6) months after completion of the action and resolution of all issues which arise from it, or until the end of the regular five (5) year period, whichever is later.
- 10.4 If the Department is subject to any litigation, claim, negotiation, audit, or other action involving the records, the Department will notify the Grantee in writing to extend the Grantee's retention period. The Grantee shall extend the retention period per the Department's request.

- 10.5 The Department may recover any payment it has made to the Grantee if the Grantee fails to retain adequate documentation.

## **11. CONFIDENTIALITY**

- 11.1 The Grantee shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Grantee agrees it will assume liability for all disclosures of Protected PII and breaches by the Grantee and/or the Grantee's Subcontractors and employees.
- 11.2 The Grantee shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department, the patient/client, or that the Grantee creates as a result of Grant Agreement activities. Unless disclosure is required by law, the Grantee shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Grantee agrees it will assume liability for all disclosures of confidential information and breaches by the Grantee, the Grantee's employees, the Grantee's Subcontractors, and the Grantee's Subgrantee's employees. The Grantee agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

## **12. LIABILITY**

- 12.1 The Grantee shall understand and agree that the Department cannot save and hold harmless and/or indemnify the Grantee or employees against any liability incurred or arising as a result of any activity of the Grantee, any activity of the Grantee's employees, or the Grantee's Subgrantees related to the Grantee's performance under the contract.
- 12.2 The relationship of the Grantee to the Department shall be that of an independent Grantee. The Grantee shall have no authority to represent itself as an agent of the Department. Nothing in this Grant Agreement 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 Grantee 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 Grantee's Subcontractors, employees and agents. The Grantee 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.
- 12.3 The Grantee 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 Grantee's performance or the performance of any

Subcontractor, involving any equipment used or service provided, under the terms and conditions of this Grant Agreement or any subcontract/subgrant, or any condition created thereby, or based upon any violation of any state or federal statute, ordinance, building code, or regulation by the Grantee. However, the Grantee 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 any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

### **13. PUBLICATIONS, COPYRIGHTS, AND RIGHTS IN DATA AND REPORTS**

- 13.1 If the Grantee issues any press releases mentioning Grant Agreement activities, the Grantee shall reference in the release both the Grant Agreement number and the Department. If the Grantee creates any publications, including audiovisual items, produced with Grant Agreement funds, the Grantee shall give credit to both the Grant Agreement and the Department in the publication. The Grantee shall obtain prior written approval from the Department prior to the release of such press releases or publications.
- 13.2 In accordance with the “Steven’s Amendment” in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Grantee shall not issue any statements, press releases, request for proposals, bid solicitations, or other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:
  - 13.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and
  - 13.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.
- 13.3 If the Grantee develops any copyrighted material as a result of this Grant Agreement, 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 purposes of the State of Missouri.

### **14. AUTHORIZED PERSONNEL**

- 14.1 The Grantee 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.
- 14.2 The Grantee 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 Grantee is found to be in violation of these requirements or the applicable state, federal, and local laws and regulations, and if the Department has reasonable cause to believe that the Grantee has knowingly employed individuals who are not eligible to work in the United States, the Department shall have the right to cancel the Grant Agreement immediately without penalty or recourse and suspend or debar the Grantee from doing business with the state. The Department may also withhold up to twenty-five percent of the total amount due to the Grantee. The Grantee agrees to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.

- 14.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Grantee meets the section 285.525, RSMo definition of a “business entity” (<http://revisor.mo.gov/main/OneSection.aspx?section=285.530&bid=15000&hl>) the Grantee must affirm the Grantee’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 Grantee should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization as attached hereto and incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a Grant Agreement.
- 14.4 If the Grantee meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the Grantee 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 Grantee’s business status changes during the life of the Grant Agreement to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the Grantee shall, prior to the performance of any services as a business entity under the contract:
  - 14.4.1 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
  - 14.4.2 Provide to the Department 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
  - 14.4.3 Submit to the Department a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.



- 14.5 In accordance with subsection 2 of section 285.530, RSMo, the Grantee should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

**15. ANTI-DISCRIMINATION AGAINST ISRAEL ACT GRANTEE REQUIREMENTS**

- 15.1 If the Grantee meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Grantee shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.
- 15.2 If the Grantee meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the contract, then the Grantee shall submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification, and shall comply with the requirements of Box C.
- 15.3 If during the life of the contract, the Grantee's business status changes to become a company as defined in section 34.600, RSMo, and the company has ten or more employees, then the Grantee shall comply with, complete, and submit to the Department a completed Box C of the exhibit titled, Anti-Discrimination Against Israel Act Certification.
- 15.4 Regardless of company status or number of employees, the Grantee is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Grantee meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Grantee has ten or more employees, the Grantee must certify in writing that the Grantee is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the contract. The applicable portion of the exhibit must be submitted prior to an award of a contract.

**16. TERMINATION**

- 16.1 The Department, in its sole discretion, may terminate the obligations of each party under this contract, in whole or in part, effective immediately upon providing written notification to the Grantee if:
- 16.1.1 State and/or federal funds are not appropriated, continued, or available at a sufficient level to fund this contract;

- 16.1.2 A change in federal or state law relevant to this Grant Agreement occurs;
- 16.1.3 A material change of the parties to the Grant Agreement occurs; or
- 16.1.4 By request of the Grantee.
- 16.2 Each party under this Grant Agreement may terminate the contract, in whole or in part, at any time, for its convenience without penalty or recourse by providing the following written notice:
  - 16.2.1 The Department will provide written notice to the Grantee at least thirty (30) calendar days prior to the effective date of such termination.
  - 16.2.2 The Grantee shall provide written notice to the Department at least sixty (60) calendar days prior to the effective date of such termination.
- 16.3 In the event of termination, the Department may exercise the rights set forth in 2 CFR § 200.315(b) to reproduce, publish, or otherwise use copyrighted material prepared, furnished, or completed by the Grantee pursuant to the terms of the contract, and may authorize others to do the same. The Department may also exercise the rights set forth in 2 CFR § 200.315(d) to obtain, reproduce, or otherwise use the data prepared, furnished, or produced by the Grantee pursuant to the terms of the contract, and may authorize others to do the same. The Grantee shall be entitled to receive compensation for services and/or supplies performed in accordance with the Grant Agreement prior to the effective date of the termination and for all non-cancelable obligations incurred pursuant to the Grant Agreement prior to the effective date of the termination.

## **17. SUBCONTRACTING**

- 17.1 Any subaward and/or subGrant Agreement shall include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the Grantee and the Department in this Grant Agreement, including the civil rights requirements set forth in 19 CSR 10-2.010 (5) (A)-(L), if applicable, and provided that the Department approves the arrangement prior to finalization. The Grantee shall ensure that the Department is indemnified, saved and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subaward and/or subGrant Agreement in those matters described herein. The Grantee shall expressly understand and agree that the responsibility for all legal and financial obligations related to the execution of a subaward and/or subGrant Agreement rests solely with the Grantee; and the Grantee shall ensure and maintain documentation that any and all subawardees and/or Subcontractors comply with all requirements of this contract. The Grantee agrees and understands that utilization of a subawardee and/or Subcontractor to provide any of the equipment or services in this Grant Agreement shall in no way relieve the Grantee of the responsibility for providing the equipment or services as described and set forth herein.

- 17.2 Pursuant to subsection 1 of section 285.530, RSMo, no Grantee, subawardee, and/or Subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general Grantee, subawardee, and/or Subcontractor of any tier shall not be liable when such Grantee, subawardee, and/or Subcontractor contracts with its direct subawardee and/or Subcontractor who violates subsection 1 of section 285.530, RSMo, if the Grant Agreement binding the Grantee and the subawardee and/or Subcontractor affirmatively states that:
- 17.2.1 The direct subawardee and/or Subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation; and
- 17.2.2 The Grantee, subawardee, and/or Subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subawardee's and/or Subcontractor's employees are lawfully present in the United States
- 17.3 The Grantee shall be responsible for ensuring that any subawardee(s) and/or Subcontractor(s) 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. The Grantee shall make documentation of such licensure or certification available to the Department upon request.
- 17.4 The Grantee shall notify all subawardee(s) and/or Subcontractor(s) of applicable Office of Management and Budget (OMB) administrative requirements, cost principles, other applicable federal rules and regulations, and funding source information as included herein.

## **18. RENOVATIONS, ALTERATIONS, AND CONSTRUCTION WORK**

- 18.1 Prevailing Wage, Construction Safety Training Program, and Transient Employer Requirements - The Grantee and all Subcontractors employed by the Grantee shall comply with section 290.250, RSMo, by paying to all personnel employed for applicable services actually provided under the contract not less than the prevailing hourly rate of wages as determined by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, specified in the Grantee's current Annual Wage Order based on the Grantee's County. The prevailing wage rates incorporated as a part of this document by the referenced annual wage order(s) shall remain in effect for the duration of the contract period.
- 18.1.1 For each renewal period, if any, exercised by the Department, the Grantee shall comply with section 290.250, RSMo, by paying to all personnel employed for applicable services actually provided under the contract not less than the prevailing hourly rate of wages as determined by the Missouri Department of Labor and Industrial Relations, Division of Labor Standards, specified in the annual wage order referenced in the contract renewal amendment.

- 18.1.2 The Grantee shall forfeit to the Department \$100.00 for each person employed, for each calendar day, or portion thereof, such person is paid less than the prevailing hourly rate of wages for any applicable work done under the Grant Agreement by the Grantee or by any Subcontractor under them (section 290.250, RSMo).
- 18.1.3 In addition to the above, the Grantee must comply with all other requirements pertaining to the payment of prevailing wages contained in sections 290.210 to 290.340, RSMo, and is advised to review the requirements carefully prior to beginning work.
- 18.1.4 The Grantee must require all personnel who are “on-site employees” as defined in section 292.675, RSMo, to complete a ten (10) hour construction safety training program required under section 292.675, RSMo, unless the personnel have documentation of prior completion of the program. Personnel that have not previously completed the program must complete the program within sixty (60) days of beginning work under the contract. Personnel on the work site without the documentation of prior completion of the program shall be afforded twenty (20) days to produce such documentation before being subject to removal from the work site. The Grantee shall forfeit to the Department a penalty of \$2,500.00 plus an additional \$100.00 for each person employed by the Grantee or Subcontractor for each calendar day or portion thereof, such person is employed without the required training.
- 18.1.5 A Grantee who is a “transient employer” as defined in section 285.230, RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the notices listed below: If the Grantee fails to post these required notices, the Grantee shall, under section 285.234, RSMo, be liable for a penalty of \$500.00 per day until the notices are posted.
- a. The notice of registration for employer withholding issued to the Grantee by the director of revenue;
  - b. Proof of coverage for workers’ compensation insurance or self-insurance signed by the Grantee and verified by the Department of Revenue through the records of the Division of Workers’ Compensation; and
  - c. The notice of registration for unemployment insurance issued to the Grantee by the Division of Employment Security.
- 18.2 The Grantee and all Subcontractors employed by the Grantee shall comply with Equal Employment Opportunity 41 CFR § 60-1.4(b).
- 18.2.1 The Grantee shall agree that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken

pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

- a. During the performance of this contract, the Grantee agrees as follows:
  - 1) The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Grantee will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
    - i. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
  - 2) The Grantee will, in all solicitations or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
  - 3) The Grantee will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Grantee's legal duty to furnish information.
  - 4) The Grantee will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Grantee's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- 18.3 The Grantee and all Subcontractors employed by the Grantee shall comply with Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).
- 18.3.1 A Grantee or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall not require or permit any laborer or mechanic, in any workweek in which the laborer or mechanic is employed on that work, to work more than 40 hours in that workweek, except as provided in this chapter; and
- 18.3.2 If a violation of this occurs, the Grantee and any Subcontractor responsible for the violation are liable as follows:
- a. To the affected employee for the employee's unpaid wages; and
  - b. To the Government, the District of Columbia, or a territory for liquidated damages, as outlined in 40 U.S. Code § 3702 under subsection (b)(2)(B), shall be computed for each individual employed as a laborer or mechanic in violation of this chapter and shall be equal to \$10 for each calendar day on which the individual was required or permitted to work in excess of the standard workweek without payment of the overtime wages required by this chapter.

**CERTIFICATIONS AND SPECIAL PROVISIONS****1. GENERAL**

- 1.1 The Grantee shall comply with the following Certifications and special provisions.

**2. GRANTEE'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

- 2.1 The Grantee certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 The Grantee shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If the Grantee enters into a covered transaction with another person at the next lower tier, the Grantee must verify that the person with whom it intends to do business is not excluded or disqualified by:
- 2.3.1 Checking the System of Award Management (SAM) <https://www.sam.gov>; or
- 2.3.2 Collecting a certification from that person; or
- 2.3.3 Adding a clause or condition to the covered transaction with that person.

**3. GRANTEE'S CERTIFICATION REGARDING LOBBYING**

- 3.1 The Grantee certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 3.2 The Grantee certifies that no funds under this Grant Agreement shall be used to pay for any activity to support or defeat the enactment of legislation before the Congress, or any State or local legislature or legislative body. The Grantee shall not use any funds under this contract to pay for any activity to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government.

**CERTIFICATIONS AND SPECIAL PROVISIONS**

- 3.3 The Grantee certifies that no funds under this Grant Agreement shall be used to pay the salary or expenses of the Grantee, or an agent acting for the Grantee who engages in any activity designed to influence the enactment of legislation or appropriations proposed or pending before the Congress, or any State, local legislature or legislative body, or any regulation, administrative action, or Executive Order issued by the executive branch of any State or local government.
- 3.4 The above prohibitions include any activity to advocate or promote any proposed, pending or future Federal, State, or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.
- 3.5 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any Federal contract, grant, loan, or cooperative agreement, the Grantee shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 The Grantee shall require that the language of this section be included in the award documents for all subawards at all levels (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- 3.7 This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



**CERTIFICATIONS AND SPECIAL PROVISIONS****4. GRANTEE'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 The Grantee certifies it shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Grantee is required to report any conviction of employees providing services under this contract under a criminal drug statute for violations occurring on the Grantee's premises or off the Grantee's premises while conducting official business. The Grantee shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to:

Missouri Department of Health and Senior Services  
Division of Administration, Grants Accounting Unit  
P.O. Box 570  
920 Wildwood Drive  
Jefferson City, Missouri 65102-0570

**5. GRANTEE'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

- 5.1 The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the Pro-Children Act may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity.
- 5.2 The Grantee certifies that it will comply with the requirements of the Pro-Children Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Pro-Children Act.
- 5.3 The Grantee agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients shall certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to \$1,000 per day.

## CERTIFICATIONS AND SPECIAL PROVISIONS

### 6. GRANTEE'S CERTIFICATION REGARDING NON-DISCRIMINATION

- 6.1 The Grantee shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
  - 6.1.1 Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d *et seq.*) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
  - 6.1.2 Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
  - 6.1.3 Title IX of the Education Amendments of 1972, as amended (20 U.S.C §§ 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
  - 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
  - 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
  - 6.1.6 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements; and
  - 6.1.7 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.
- 6.2 In connection with the furnishing of equipment, supplies, and/or services under the contract, the Grantee and all Subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Grantee or Subcontractor employs at least 50 persons, the Grantee shall have and maintain an affirmative action program that shall include:
  - 6.2.1 A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
  - 6.2.2 The identification of a person designated to handle affirmative action;

**CERTIFICATIONS AND SPECIAL PROVISIONS**

- 6.2.3 The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
  - 6.2.4 The exclusion of discrimination from all collective bargaining agreements; and
  - 6.2.5 Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.
- 6.3 If discrimination by a Grantee is found to exist, the Division of Purchasing shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract, suspension, or debarment by the Division of Purchasing until corrective action by the Grantee is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

**7. GRANTEE'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS**

- 7.1 The Grantee shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Grantee, subcontractor, or Subcontractor may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition, whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment.
- 7.2 The Grantee's employees are encouraged to report fraud, waste, and abuse. The Grantee shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce.
- 7.3 The Grantee shall include this requirement in any agreement made with a SubGrantee or Subcontractor.

**8. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT**

- 8.1 The Grantee shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 *et seq.*) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 *et seq.*).

**SUBRECIPIENT SPECIAL CONDITIONS**

1. The Grantee shall abide by the following special conditions.
  - 1.1 The Grantee shall comply with all applicable implementing regulations, and all other laws, regulations, and policies authorizing or governing the use of any federal funds paid to the Grantee through this contract. The Grantee shall ensure compliance with U.S. statutory and public policy requirements, including but not limited to, those protecting public welfare, the environment, and prohibiting discrimination. See the Federal Agency's Notice of Grant Award at <https://health.mo.gov/information/contractorresources/> for the terms and conditions of the federal award(s) governing this contract. Refer to the Contract Funding Source(s) report enclosed with the contract for a listing of the applicable federal award numbers.
  - 1.2 In performing its responsibilities under this Grant Agreement, the Grantee shall fully comply with the Office of Management and Budget (OMB) Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 CFR Part 200, as applicable, including any subsequent amendments.
  - 1.3 If a Single Audit is required, the Grantee must submit the Single Audit Report according to 2 CFR § 200.512. The Grantee shall return to the Department any funds disallowed in an audit of this contract.
  - 1.4 The Grantee shall comply with the public policy requirements as specified in the United States' Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth. <https://www.hhs.gov/grants-contracts/grants/grants-policies-regulations/index.html>.
  - 1.5 The Grantee shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this contract. The Grantee shall return to the Department any funds disallowed within ninety days of notification by the Department to return such funds.
  - 1.6 The Grantee shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this contract.

**SUBRECIPIENT SPECIAL CONDITIONS**

- 1.7 The Grantee shall promptly notify the Department in writing when there is credible evidence of a violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this Grant Agreement. Failure to make required disclosures may result in the Department taking action as described in 2 CFR § 200.339 Remedies for Noncompliance.
- 1.8 The Grantee shall comply with Trafficking Victims Protection Act of 2000 (22 U.S.C. Chapter 78), as amended. This law applies to any private entity. A private entity includes any entity other than a State, local government, Indian tribe, or foreign public entity, as defined in 2 CFR § 175.25. The Grantee's and Subcontractors' employees may not:
  - 1.8.1 Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - 1.8.2 Procure a commercial sex act during the period of time that the award is in effect; or
  - 1.8.3 Use forced labor in the performance of the award or subawards under the award.
  - 1.8.4 The Grantee must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 The Grantee shall comply with 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.10 A Grantee that is a state agency or agency of a political subdivision of a state and its contractors or Subcontractors must comply with Section 6002 of the Solid Waste Disposal Act (42 U.S.C. § 6962), as amended by the Resource Conservation and Recovery Act (P.L. 94-580). The requirements of Section 6002 relate solely to procuring items designated in the guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247.
- 1.11 The Grantee shall provide its Unique Entity Identifier (UEI) number to the Department. If the Grantee is an exempt individual as per 2 CFR § 25.110(b), the Grantee shall notify the Department of its exemption. Pursuant to 2 CFR Part 25, no entity may receive a subaward unless the entity has provided its UEI number. The Department shall withhold the award of this contract until the Grantee submits the UEI number to the Department and the Department has verified the UEI number.

**SUBRECIPIENT SPECIAL CONDITIONS****1.12 Equipment**

- 1.12.1 Title to equipment purchased by the Grantee for the purposes of fulfilling Grant Agreement services vests in the Grantee upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. The Grantee must obtain prior written approval from the Department prior to purchasing equipment with a cost greater than \$5,000. The repair and maintenance of purchased equipment will be the responsibility of the Grantee. Upon satisfactory completion of the contract, if the current fair market value (FMV) of the equipment purchased by the Grantee is less than \$10,000, the Grantee has no further obligation to the Department. The Grantee may sell or retain items it purchased with a current FMV greater than \$10,000, but the Grantee may be required to reimburse the Department for costs up to the current value of the equipment.
- 1.12.2 Equipment purchased by the Department and placed in the custody of the Grantee shall remain the property of the Department. The Grantee must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.

**EXHIBIT 1**  
**BUSINESS ENTITY CERTIFICATION, ENROLLMENT DOCUMENTATION,**  
**AND AFFIDAVIT OF WORK AUTHORIZATION**

**BUSINESS ENTITY CERTIFICATION:**

**The Grantee must certify their current business status by completing either Box A or Box B or Box C on this Exhibit.**

- BOX A:** To be completed by a non-business entity as defined below.
- BOX B:** To be completed by a business entity who has not yet completed and submitted documentation pertaining to the federal work authorization program as described at <http://www.uscis.gov/e-verify>.
- BOX C:** To be completed by a business entity who has current work authorization documentation on file with a Missouri state agency including Division of Purchasing.

**Business entity**, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term “**business entity**” shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term “**business entity**” shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit. The term “**business entity**” shall not include a self-employed individual with no employees or entities utilizing the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

Note: Regarding governmental entities, business entity includes Missouri schools, Missouri universities (other than stated in Box C), out of state agencies, out of state schools, out of state universities, and political subdivisions. A business entity does not include Missouri state agencies and federal government entities.

**BOX A – CURRENTLY NOT A BUSINESS ENTITY**

I certify that \_\_\_\_\_ (Company/Individual Name) **DOES NOT CURRENTLY MEET** the definition of a business entity, as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, as stated above, because: (check the applicable business status that applies below)

- ☐ I am a self-employed individual with no employees; **OR**
- ☐ The company that I represent employs the services of direct sellers as defined in subdivision (17) of subsection 12 of section 288.034, RSMo.

I certify that I am not an alien unlawfully present in the United States and if \_\_\_\_\_ (Company/Individual Name) is awarded a Grant Agreement for the services requested herein under Maternal Peer-Based Recovery Support Program (Grant Agreement Name) and if the business status changes during the life of the Grant Agreement to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then, prior to the performance of any services as a business entity, \_\_\_\_\_ (Company/Individual Name) agrees to complete Box B, comply with the requirements stated in Box B and provide the Department of Health and Senior Services with all documentation required in Box B of this exhibit.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name (if applicable)

\_\_\_\_\_  
Date

**EXHIBIT 1, continued**

***(Complete the following if you DO NOT have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box B, do not complete Box C.)***

**BOX B – CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530.

\_\_\_\_\_  
Authorized Business Entity  
Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

As a business entity, the Grantee must perform/provide each of the following. The Grantee should check each to verify completion/submission of all of the following:

- ☐ Enroll and participate in the E-Verify federal work authorization program (Website: <http://www.uscis.gov/e-verify>; Phone: 888-464-4218; Email: [e-verify@dhs.gov](mailto:e-verify@dhs.gov)) with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
- ☐ Provide documentation affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program. Documentation shall include EITHER the E-Verify Employment Eligibility Verification page listing the Grantee's name and company ID OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Grantee's name and the MOU signature page completed and signed, at minimum, by the Grantee and the Department of Homeland Security – Verification Division. If the signature page of the MOU lists the Grantee's name and company ID, then no additional pages of the MOU must be submitted; AND
- ☐ Submit a completed, notarized Affidavit of Work Authorization provided on the next page of this Exhibit.



**EXHIBIT 1, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

The Grantee who meets the section 285.525, RSMo, definition of a business entity must complete and return the following Affidavit of Work Authorization.

Comes now \_\_\_\_\_ (Name of Business Entity Authorized Representative) as \_\_\_\_\_ (Position/Title) first being duly sworn on my oath, affirm \_\_\_\_\_ (Business Entity Name) is enrolled and will continue to participate in the E-Verify federal work authorization program with respect to employees hired after enrollment in the program who are proposed to work in connection with the services related to contract(s) with the State of Missouri for the duration of the contract(s), if awarded in accordance with subsection 2 of section 285.530, RSMo. I also affirm that \_\_\_\_\_ (Business Entity Name) does not and will not knowingly employ a person who is an unauthorized alien in connection with the contracted services provided under the contract(s) for the duration of the contract(s), if awarded.

***In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)***

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
E-Verify Company ID Number

Subscribed and sworn to before me this \_\_\_\_\_ of \_\_\_\_\_. I am  
(DAY) (MONTH, YEAR)  
commissioned as a notary public within the County of \_\_\_\_\_, State of  
(NAME OF COUNTY)  
\_\_\_\_\_, and my commission expires on \_\_\_\_\_.  
(NAME OF STATE) (DATE)

\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date

**EXHIBIT 1, continued**

***(Complete the following if you have the E-Verify documentation and a current Affidavit of Work Authorization already on file with the State of Missouri. If completing Box C, do not complete Box B.)***

**BOX C – AFFIDAVIT ON FILE - CURRENT BUSINESS ENTITY STATUS**

I certify that \_\_\_\_\_ (Business Entity Name) **MEETS** the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, and have enrolled and currently participates 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 related to contract(s) with the State of Missouri. We have previously provided documentation to a Missouri state agency or public university that affirms enrollment and participation in the E-Verify federal work authorization program. The documentation that was previously provided included the following.

- ✓ The E-Verify Employment Eligibility Verification page OR a page from the E-Verify Memorandum of Understanding (MOU) listing the Grantee's name and the MOU signature page completed and signed by the Grantee and the Department of Homeland Security – Verification Division
- ✓ A current, notarized Affidavit of Work Authorization (must be completed, signed, and notarized within the past twelve months).

Name of **Missouri State Agency** or **Public University\*** to Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

(\*Public University includes the following five schools under chapter 34, RSMo: Harris-Stowe State University – St. Louis; Missouri Southern State University – Joplin; Missouri Western State University – St. Joseph; Northwest Missouri State University – Maryville; Southeast Missouri State University – Cape Girardeau.)

**Date** of Previous E-Verify Documentation Submission: \_\_\_\_\_

Previous **Bid/Contract Number** for Which Previous E-Verify Documentation Submitted: \_\_\_\_\_

\_\_\_\_\_  
(if known)

\_\_\_\_\_  
Authorized Business Entity Representative's  
Name (Please Print)

\_\_\_\_\_  
Authorized Business Entity  
Representative's Signature

\_\_\_\_\_  
E-Verify MOU Company ID Number

\_\_\_\_\_  
E-Mail Address

\_\_\_\_\_  
Business Entity Name

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

**EXHIBIT 2**  
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**Statutory Requirement:** Section 34.600, RSMo, precludes entering into a contract with a company to acquire products and/or services “unless the contract includes a written certification that the company is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.”

**Exceptions:** The statute provides two exceptions for this certification: 1) “contracts with a total potential value of less than one hundred thousand dollars” or 2) “contractors with fewer than ten employees.” Therefore the following certification is required prior to any contract award.

Section 34.600, RSMo, defines the following terms:

Boycott Israel and Boycott of the State of Israel: engaging in refusals to deal, terminating business activities, or other actions to discriminate against, inflict economic harm, or otherwise limit commercial relations specifically with the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, that are all intended to support a boycott of the State of Israel. A company’s statement that it is participating in boycotts of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel, or that it has taken the boycott action at the request, in compliance with, or in furtherance of calls for a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel shall be considered to be conclusive evidence that a company is participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel; provided, however that a company that has made no such statement may still be considered to be participating in a boycott of the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel if other factors warrant such a conclusion.

Company: any for-profit or not-for-profit organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company, or other entity or business association, including all wholly-owned subsidiaries, majority-owned subsidiaries, parent companies, or affiliates of those entities or business associations.

Public Entity: the state of Missouri or any political subdivision thereof, including all boards, commissions, agencies, institutions, authorities, and bodies politic and corporate of the state created by or in accordance with state law or regulations.

**Certification** - The vendor must therefore certify their current status by completing either Box A, Box B, Box C, or Box D on the next page of this Exhibit.

- |               |  |
|---------------|--|
| <b>BOX A:</b> | To be completed by any vendor that <u>does not meet the definition of “company”</u> above, hereinafter referred to as “Non-Company.” |
| <b>BOX B:</b> | To be completed by a vendor that meets the definition of “Company” but has <u>less than ten employees</u> .                          |
| <b>BOX C:</b> | To be completed by a vendor that <u>meets the definition of “Company”</u> and <u>has ten or more employees</u> .                     |
| <b>BOX D:</b> | To be completed by a vendor that meets the definition of a “ <u>Public Entity</u> ”.   |

**EXHIBIT 2, continued**  
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**BOX A – NON-COMPANY ENTITY**

I certify that \_\_\_\_\_ (Entity Name) currently **DOES NOT MEET** the definition of a company as defined in section 34.600, RSMo, but that if awarded a contract and the entity's business status changes during the life of the Grant Agreement to become a "company" as defined in section 34.600, RSMo, and the entity has ten or more employees, then, prior to the delivery of any services and/or supplies as a company, the entity agrees to comply with, complete, and return Box C to the Division of Purchasing at that time.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Entity Name

\_\_\_\_\_  
Date

**BOX B – COMPANY ENTITY WITH LESS THAN TEN EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, and currently has less than ten employees but that if awarded a contract and if the company increases the number of employees to ten or more during the life of the Grant Agreement, then said company shall comply with, complete, and return Box C to the Division of Purchasing at that time.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**BOX C – COMPANY ENTITY WITH TEN OR MORE EMPLOYEES**

I certify that \_\_\_\_\_ (Company Name) **MEETS** the definition of a company as defined in section 34.600, RSMo, has ten or more employees, and is not currently engaged in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo. I further certify that if the company is awarded a Grant Agreement for the services and/or supplies requested herein said company shall not engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel as defined in section 34.600, RSMo, for the duration of the Grant Agreement.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

**EXHIBIT 2, continued**  
**ANTI-DISCRIMINATION AGAINST ISRAEL ACT CERTIFICATION**

**BOX D – PUBLIC ENTITY**

I certify that \_\_\_\_\_ (Entity Name) is a public entity as defined in section 34.600, RSMo, and is not currently engaged in and shall not, for the duration of the Grant Agreement, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

\_\_\_\_\_  
Authorized Representative's Name (Please Print)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Date

## **DEPARTMENT OF HEALTH AND SENIOR SERVICES TERMS AND CONDITIONS**

This Grant Agreement expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained herein. Any change must be accomplished by a formal signed amendment prior to the effective date of such change.

### **1. APPLICABLE LAWS AND REGULATIONS**

- a. The Grant Agreement shall be construed according to the laws of the State of Missouri (state). The Grantee shall comply with all local, state, and federal laws and regulations related to the performance of the contract to the extent that the same may be applicable.
- b. To the extent that a provision of the Grant Agreement is contrary to the Constitution or laws of the State of Missouri or of the United States, the provisions shall be void and unenforceable. However, the balance of the Grant Agreement shall remain in force between the parties unless terminated by consent of both the Grantee and the state.
- c. The Grantee must be registered and maintain good standing with the Secretary of State of the State of Missouri and other regulatory agencies, as may be required by law or regulations.
- d. The Grantee must timely file and pay all Missouri sales, withholding, corporate, and any other required Missouri tax returns and taxes, including interest and additions to tax.
- e. The exclusive venue for any legal proceeding relating to or arising out of the Grant Agreement shall be in the Circuit Court of Cole County, Missouri.
- f. The Grantee shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws and Executive Order 07-13 for work performed in the United States.

### **2. INVOICING AND PAYMENT**

- a. The State of Missouri does not pay state or federal taxes unless otherwise required under law or regulation. Prices shall include all packing, handling and shipping charges FOB destination, freight prepaid and allowed unless otherwise specified herein.
- b. The statewide financial management system has been designed to capture certain receipt and payment information. For each purchase order received, an invoice must be submitted that references the purchase order number and must be itemized in accordance with items listed on the purchase order. Failure to comply with this requirement may delay processing of invoices for payment.
- c. The Grantee shall not transfer any interest in the Grant Agreement, whether by assignment or otherwise, without the prior written consent of the state.
- d. Payment for all equipment, supplies, and/or services required herein shall be made in arrears unless otherwise indicated in the specific contract terms.
- e. The State of Missouri assumes no obligation for equipment, supplies, and/or services shipped or provided in excess of the quantity ordered. Any unauthorized quantity is subject to the state's rejection and shall be returned at the Grantee's expense.
- f. All invoices for equipment, supplies, and/or services purchased by the State of Missouri shall be subject to late payment charges as provided in section 34.055, RSMo.
- g. The State of Missouri reserves the right to purchase goods and services using the state purchasing card.

### **3. DELIVERY**

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

### **4. INSPECTION AND ACCEPTANCE**

- a. No equipment, supplies, and/or services received by an agency of the state pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications and/or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the Grantee upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The State of Missouri reserves the right to return any such rejected shipment at the Grantee's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The State of Missouri's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies the state may have.

### **5. CONFLICT OF INTEREST**

Elected or appointed officials or employees of the State of Missouri or any political subdivision thereof, serving in an executive or administrative capacity, must comply with sections 105.452 and 105.454, RSMo, regarding conflict of interest.

### **6. WARRANTY**

The Grantee expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample, or other description which was furnished to or adopted by the state, (2) be fit and sufficient for the purpose intended, (3) be merchantable, (4) be of good materials and workmanship, and (5) be free from defect. Such warranty shall survive delivery and shall not be deemed waived either by reason of the state's acceptance of or payment for said equipment, supplies, and/or services.

### **7. REMEDIES AND RIGHTS**

- a. No provision in the Grant Agreement shall be construed, expressly or implied, as a waiver by the State of Missouri of any existing or future right and/or remedy available by law in the event of any claim by the State of Missouri of the Grantee's default or breach of contract.

- b. The Grantee agrees and understands that the Grant Agreement shall constitute an assignment by the Grantee to the State of Missouri of all rights, title, and interest in and to all causes of action that the Grantee may have under the antitrust laws of the United States or the State of Missouri for which causes of action have accrued or will accrue as the result of or in relation to the particular equipment, supplies, and/or services purchased or procured by the Grantee in the fulfillment of the contract with the State of Missouri.

## **8. CANCELLATION OF CONTRACT**

- a. In the event of material breach of the contractual obligations by the Grantee, the state may cancel the Grant Agreement. At its sole discretion, the state may give the Grantee an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification, or at a minimum the Grantee must provide the state within 10 working days from notification a written plan detailing how the Grantee intends to cure the breach that receives Department written approval.
- b. If the Grantee fails to cure the breach or if circumstances demand immediate action, the state will issue a notice of cancellation terminating the Grant Agreement immediately. If it is determined that the state improperly cancelled the Grant Agreement, such cancellation shall be deemed a termination for convenience in accordance with the Grant Agreement.
- c. If the state cancels the Grant Agreement for breach, the state reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the Grant Agreement from other sources and upon such terms and in such manner as the state deems appropriate and charge the Grantee for any additional costs incurred thereby.
- d. The Grantee understands and agrees that funds required to fund the Grant Agreement must be appropriated by the General Assembly of the State of Missouri for each fiscal year included within the Grant Agreement period. The Grant 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 costs associated with termination caused by lack of appropriations.

## **9. BANKRUPTCY OR INSOLVENCY**

Upon filing for any bankruptcy or insolvency proceeding by or against the Grantee, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Grantee must notify the state immediately. Upon learning of any such actions, the state reserves the right, at its sole discretion, to either cancel the Grant Agreement or affirm the Grant Agreement and hold the Grantee responsible for damages.

## **10. INVENTIONS, PATENTS AND COPYRIGHTS**

The Grantee shall defend, protect, and hold harmless the State of Missouri, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the Grantee's performance or products produced under the terms of the Grant Agreement.

## **11. NON-DISCRIMINATION AND AFFIRMATIVE ACTION**

In connection with the furnishing of equipment, supplies, and/or services under the Grant Agreement, the Grantee and all Subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, age, disability, or veteran status unless otherwise provided by law. If the Grantee or Subcontractor employs at least 50 persons, they shall have and maintain an affirmative action program which shall include:

- a. A written policy statement committing the organization to affirmative action and assigning management responsibilities and procedures for evaluation and dissemination;
- b. The identification of a person designated to handle affirmative action;
- c. The establishment of non-discriminatory selection standards, objective measures to analyze recruitment, an upward mobility system, a wage and salary structure, and standards applicable to layoff, recall, discharge, demotion, and discipline;
- d. The exclusion of discrimination from all collective bargaining agreements; and
- e. Performance of an internal audit of the reporting system to monitor execution and to provide for future planning.

If discrimination by a Grantee is found to exist, the state shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the Grant Agreement, suspension, or debarment by the state until corrective action by the Grantee is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

## **12. AMERICANS WITH DISABILITIES ACT**

In connection with the furnishing of equipment, supplies, and/or services under the contract, the Grantee and all Subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

## **13. FILING AND PAYMENT OF TAXES**

The commissioner of administration and other agencies to which the state purchasing law applies shall not contract for goods or services with a vendor if the vendor or an affiliate of the vendor makes sales at retail of tangible personal property or for the purpose of storage, use, or consumption in this state but fails to collect and properly pay the tax as provided in chapter 144, RSMo. For the purposes of this section, "affiliate of the vendor" shall mean any person or entity that is controlled by or is under common control with the vendor, whether through stock ownership or otherwise.

## **14. COMMUNICATIONS AND NOTICES**

Any notice to the Grantee shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, transmitted by e-mail or hand-carried and presented to an authorized employee of the Grantee.

## APPENDIX: 4

### Resources

Several sources offer information that may help Applicants in preparing their response.

#### Missouri Department of Health and Senior Services Resources

- [Data, Surveillance Systems and Statistical Reports](#). Missouri Department of Health and Senior Services.
  - [Drug Overdose Dashboard – Fatal Overdoses Dashboard](#).
  - [Pregnancy-Associated Mortality Review \(PAMR\)](#) provides data on maternal deaths in Missouri. [Data Dashboard](#).
  - [Missouri Pregnancy Risk Assessment Monitoring System \(PRAMS\)](#) provides statewide estimates of selected perinatal health indicators that are representative of women who have recently delivered a live birth. [Data Dashboard](#).
  - [Missouri Maternal – Child Health Data Platform](#) includes data related to maternal-child health in Missouri.

Please note the Department is not affiliated with non-Department resources; however, the Applicant is encouraged to visit the following websites for information and resources.

#### Data and Evaluation Resources

- [County Health Rankings and Roadmaps. Missouri and County-level Data – 2024](#). University of Wisconsin Population Health Institute, School of Medicine and Public Health.
- Evaluation Considerations for Substance Use Disorder Programs. [Rural Health Information Hub](#).
- [Missouri Department of Mental Health – Data Analytics](#).
  - [County Data Map](#)
  - [2023 Status Report on Missouri’s Substance Use and Mental Health](#)

#### Mental Health, Substance Use Disorder, and Pregnancy and Postpartum Resources

- [Building Health Futures: Addressing Mental Health and Substance Use Disorders During Pregnancy](#). Center for Health Care Strategies. October 2024.

#### Peer-based Recovery Support Resources

- [DIMENSIONS: Peer Support Program Toolkit](#). Behavioral Health and Wellness Program, University of Colorado Anschutz Medical Campus School of Medicine. June 201
- [Missouri Peer Specialist Links and Resources](#). Certified Peer Specialist. (add website name)
- [Peer-based Recovery Support Programs](#). Rural Health Information Hub.



- [Peer Recovery Center of Excellence](#). Substance Abuse and Mental Health Services Administration.
- [Peer Support Tools and Resources](#). [National Council for Mental Wellbeing](#).

### **Substance Use Resources**

- [Services and Resources](#). Missouri Department of Mental Health.
- [Time2Act – Stop Opioid Use in Missouri](#).
- [Tobacco Prevention and Control](#). Missouri Department of Health and Senior Services.

### **Women's Health Resources**

- [Women's Health](#). Missouri Department of Health and Senior Services.

## APPENDIX: 5

### References

1. Missouri Constitution Article XIV Section 2. Marijuana legalization, regulation, and taxation.  
<https://revisor.mo.gov/main/OneSection.aspx?section=XIV%20%20%202&constit=y>
2. Missouri Department of Health and Senior Services. (2024). *State Health Improvement Plan 2024*. <https://health.mo.gov/accreditation/pdf/improvement-plan.pdf>
3. Department of Mental Health. (2023). Workforce Consolidation and Reorganization of Behavioral Health Professionals. In *State of Missouri*. <https://missouricb.com/wp-content/uploads/2024/02/workforce-changes-memo-1-18-2024-1.pdf>
4. Substance Abuse and Mental Health Services Administration. (2023, June 9). *Mental health and substance use disorders*. <https://www.samhsa.gov/find-help/disorders>.
5. Centers for Disease Control and Prevention. (2023, November 28). *Pregnant & Postpartum Activity: An Overview*. Physical Activity Basics.  
<https://www.cdc.gov/physical-activity-basics/guidelines/healthy-pregnant-or-postpartum-women.html#:~:text=It%20is%20safe%20for%20healthy,Benefits>
6. Substance Abuse and Mental Health Services Administration. *Strategic Plan 2023-2026*. [www.samhsa.gov/sites/default/files/samhsa-strategic-plan.pdf](http://www.samhsa.gov/sites/default/files/samhsa-strategic-plan.pdf).
7. Substance Abuse and Mental Health Services Administration. (2017). *Value of peers [Slide show]*.  
[https://www.samhsa.gov/sites/default/files/programs\\_campaigns/brss\\_tacs/value-of-peers-2017.pdf](https://www.samhsa.gov/sites/default/files/programs_campaigns/brss_tacs/value-of-peers-2017.pdf).
8. National Institute of Mental Health. *Substance use and co-occurring mental disorders*.  
[https://www.nimh.nih.gov/health/topics/substance-use-and-mental-health#:~:text=Substance%20use%20disorder%20\(SUD\)%20is,drugs%2C%20alcohol%2C%20or%20medications](https://www.nimh.nih.gov/health/topics/substance-use-and-mental-health#:~:text=Substance%20use%20disorder%20(SUD)%20is,drugs%2C%20alcohol%2C%20or%20medications).
9. Center for Health Care Strategies. (October 2024). Karla Silverman and Anna Benyo. *Building Health Futures: Addressing Mental Health and Substance Use Disorders During Pregnancy and Postpartum*. [https://www.chcs.org/media/Building-Health-Futures\\_Addressing-Mental-Health-and-Substance-Use-Disorders-During-Pregnancy-and-Postpartum.pdf](https://www.chcs.org/media/Building-Health-Futures_Addressing-Mental-Health-and-Substance-Use-Disorders-During-Pregnancy-and-Postpartum.pdf).
10. Missouri Department of Health and Senior Services. (2023). *A multi-year look at MATERNAL MORTALITY IN MISSOURI 2018-2020 Pregnancy-Associated Mortality Review [Report]*. <https://health.mo.gov/data/pamr/pdf/2020-annual-report.pdf>.
11. Missouri Department of Health and Senior Services. (2023). *Missouri Pregnancy Risk Assessment Monitoring System (PRAMS) | Health & Senior Services*.  
<https://health.mo.gov/data/prams/>
12. University of Wisconsin Health Institute, School of Medicine and Public Health. (2025). *County Health Rankings and Roadmaps – Missouri*.  
<https://www.countyhealthrankings.org/health-data/missouri?year=2025&mapView=state>.