



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

TITLE: Preventing Adverse Childhood Experiences (ACEs) for Families Impacted by Substance Use

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

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

VENDOR NAME City of Columbia		MissouriBUYS SYSTEM ID (SEE VENDOR PROFILE - MAIN INFORMATION SCREEN)	
DOING BUSINESS AS (DBA) NAME			
MAILING ADDRESS 1005 West Worley			
CITY, STATE, ZIP CODE Columbia, MO 65205			
CONTACT PERSON De'Carlon Seewood, City Manager		EMAIL ADDRESS	
PHONE NUMBER		FAX NUMBER	
VENDOR TAX FILING TYPE WITH IRS (CHECK ONE) <input type="checkbox"/> Corporation <input type="checkbox"/> Individual <input checked="" type="checkbox"/> State/Local Government <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> IRS Tax-Exempt			
AUTHORIZED SIGNATURE 		DATE	

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

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 non-medical 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 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 substance use disorders, this program aligns with the following Department State Health Improvement Plan strategic priorities:
 - a. Whole Person Health Access;
 - 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 Preventing Adverse Childhood Experiences (ACEs) for Families Impacted by Substance Use opportunity is to implement, support, and expand strategies that reduce and prevent adverse childhood experiences (ACEs) and their associated harms among families impacted by substance use disorders (SUDs) and substance use. Projects should be tailored to meet the needs of vulnerable and at-risk families by utilizing data-driven, evidence-based education and prevention methods, support services, and/or trauma-informed approaches to address SUDs and their impact.

3. DELIVERABLES AND OUTCOMES

- 3.1 The Grantee of the Preventing Adverse Childhood Experiences (ACEs) for Families Impacted by Substance Use shall implement the program and work plan according to all Notice of Grant Opportunity (NGO) requirements 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 NGO.

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
- 6.6 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.
- 6.7 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.
- 6.8 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.
- 6.9 If the Grantee underutilizes funds received from the Department, the Grantee shall provide the Department with a check payable as instructed by the Department.
- 6.9.1 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
- 6.10 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>.
- 6.11 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.

** To the extent not prohibited by law and without waiving sovereign immunity,*

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

** to the extent not prohibited by law and without waiving sovereign immunity,*

intended to waive any claim of sovereign immunity to which a public entity would otherwise be entitled to under Missouri law.

- 12.3 *To the extent not prohibited by law,* 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

** To the extent not prohibited by law and without waiving sovereign immunity,*

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.

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.
- 4.2 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 Preventing Adverse Childhood Experiences For Families Impacted By Substance Use (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) 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 Rebecca Roesslet (Name of Business Entity Authorized Representative) as Dir. of Boone Co. PHHS (Position/Title) first being duly sworn on my oath, City of Columbia - Boone Co. Dept. of PHHS (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 City of Columbia - Boone Co. Dept. of PHHS (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.)

<u>Roesslet</u> Authorized Representative's Signature	<u>Rebecca Roesslet</u> Printed Name
<u>Director of Columbia - Boone PHHS</u> Title	<u>9-5-25</u> Date
<u>Rebecca.Roesslet@cmo.gov</u> E-Mail Address	<u>171557</u> E-Verify Company ID Number

Subscribed and sworn to before me this 5th of September 2025. I am
(DAY) (MONTH, YEAR)
commissioned as a notary public within the County of Boone, State of
(NAME OF COUNTY)
Missouri, and my commission expires on April 30, 2029.
(NAME OF STATE) (DATE)

<u>Dana M. Shepherd</u> Signature of Notary	<u>9.5.2025</u> Date
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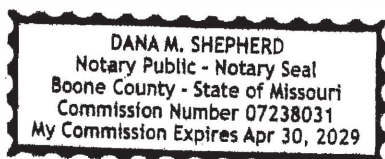


EXHIBIT 1, continued

(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 City of Columbia - PHHS (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: MO Dept. of Health and Senior Services

(*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: 7/15/2011

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

(if known)

Rebecca Roesplet
Authorized Business Entity Representative's
Name (Please Print)

R Roesplet
Authorized Business Entity
Representative's Signature

171557
E-Verify MOU Company ID Number

Rebecca.Roesplet@comp.gov
E-Mail Address

The City of Columbia on Behalf of the
Columbia - Boone Co. Dept. of PHHS
Business Entity Name

9-5-25
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.

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

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 City of Columbia - Boone
Co. Benton ARHS (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.

Rebecca Roesslet
Authorized Representative's Name (Please Print)

R Roesslet
Authorized Representative's Signature

City of Columbia, Missouri
Company Name

9-5-25
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.