

MISSOURI HOSPITAL ASSOCIATION REQUEST FOR PROPOSAL (RFP)

**RFP NO.: 1027**

**TITLE:** Missouri Healthcare Coalition Member Engagement and Support Strategy Plan Development

**ISSUE DATE:** 2/24/2026

**PROCUREMENT MANAGER:** Doug Schwartz  
**PHONE NO.:** (573) 893-3700  
**E-MAIL:** [dschwartz@mohospitals.org](mailto:dschwartz@mohospitals.org)

**PROGRAM MANAGER:** Kara Amann  
**PHONE NO.:** 573-893-3700 ext. 1402  
**E-MAIL:** [kamann@mohospitals.org](mailto:kamann@mohospitals.org)

**RETURN APPLICATION NO LATER THAN:** March 11, 2026

**MAILING INSTRUCTIONS:** If mailing, print or type RFP Number and Return Due Date on the lower left-hand corner of the envelope or package. If emailing, please reference RFP Number #1027 in the email subject line. Applications must be returned by the return date.

**RETURN APPLICATION TO:**

(U.S. Mail)  
Missouri Hospital Association  
Procurement Manager  
4712 Country Club Dr.  
Jefferson City, MO 65109

(Email)  
[dschwartz@mohospitals.org](mailto:dschwartz@mohospitals.org)  
Missouri Hospital Association  
Procurement Manager

**CONTRACT PERIOD:** Date of Award – June 30, 2026

The Applicant hereby declares understanding, agreement and certification of compliance to provide the items and/or services, at the prices quoted, in accordance with all requirements and specifications contained herein and the Terms and Conditions/The Applicant further agrees that the language of this RFP shall govern in the event of a conflict with his/her application. The Applicant further agrees that upon receipt of an authorized purchase order from the Missouri Hospital Association or when a Notice of Award is signed and issued by an authorized official of MHA, a binding contract shall exist between the Applicant and MHA.

**SIGNATURE REQUIRED**

<b>BUSINESS NAME (INCLUDE DOING BUSINESS AS (DBA) NAME IF APPLICABLE)</b>	
<b>MAILING ADDRESS</b>	
<b>CITY, STATE, ZIP CODE</b>	
<b>CONTACT PERSON</b>	<b>EMAIL ADDRESS</b>
<b>PHONE NUMBER</b>	<b>FAX NUMBER</b>
<b>AUTHORIZED SIGNATURE</b>	<b>DATE</b>
<b>PRINTED NAME</b>	<b>TITLE</b>

## **1. PURPOSE AND OUTCOMES**

- 1.1. The purpose of this RFP is to select a vendor that can deliver a practical, measurable member engagement strategy plan that increases participation, retention and perceived value of MO HCC membership and participation within a constrained funding and predominantly virtual environment.
- 1.2. Desired outcomes for this project include:
  - 1.2.1. A comprehensive member engagement strategy plan;
  - 1.2.2. Initial adoption of the strategy;
  - 1.2.3. Staff readiness to implement the plan during and after the contract period; and
  - 1.2.4. Documented tools and resources to support ongoing staff execution.

## **2. INTRODUCTION**

- 2.1. This document constitutes a request for competitive applications for the provision of development of strategy plan for Missouri Healthcare Coalition (MO HCC) member engagement and support as set forth herein. The Missouri Hospital Association provides the oversight for this Request for Proposal (RFP).
- 2.2. The Missouri Hospital Association (MHA) administers funds from a subcontract with the Missouri Department of Health and Senior Services utilizing the Administration for Strategic Preparedness and Response (ASPR) Hospital Preparedness Association COVID-19 Preparedness and Response Activities grant CFDA 93.889. As a deliverable of our current contract, MHA is managing this selection process and requesting quotes from qualified vendors for coalition member engagement and support.
- 2.3. Applicant means the person or organization who responds to the RFP by submitting an application with prices to provide services as required in the RFP document.
- 2.4. Contractor means an Applicant (either a person or organization) who is selected for award under this RFP. The successful Applicant may be required to enter into a separate contract containing the terms and conditions of the arrangement.
- 2.5. Shall or must identify components, deliverables or actions that are mandatory. Failure to comply with this RFP will result in an application being considered non-responsive.

## **3. COMMUNICATION REGARDING THE RFP**

- 3.1. It is the Applicant's responsibility to ask questions, request changes or clarifications, or otherwise advise if the Applicant believes that any language, specifications or requirements are: (1) ambiguous, (2) contradictory or arbitrary, or both, (3) violate any

state or federal law or regulation, (4) restrict or limit the requirements to a single source or (5) restrict or limit the Applicant's ability to submit an application.

- 3.1.1. Except as may be otherwise stated herein, the Applicant and the Applicant's agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the application process, the evaluation, etc., to the procurement officer of record indicated on the first page of this RFP. Inappropriate contacts to other personnel are grounds for exclusion from being considered for an award. Applicants and their agents who have questions regarding this RFP should contact the procurement officer.

The Applicant should submit all questions and issues at least ten (10) working days prior to the due date of the application, which enables MHA time to fully research and consider the respective questions or issues before the RFP due date. Questions and issues relating to the RFP, including questions related to the application process, must be emailed to the project manager at [kamann@mohospitals.org](mailto:kamann@mohospitals.org) as verbal answers are not binding. MHA will attempt to ensure that an Applicant receives an adequate and prompt response to questions, if applicable and will provide a consolidated Q&A document five (5) days before the RFP due date if a request is made to the project manager.

- 3.1.2. The official RFP can be viewed at <https://www.mohospitals.org/about/invitation-for-bids-or-proposals>. MHA reserves the right to officially amend or cancel a RFP after issuance. It shall be the sole responsibility of the applicant to monitor the website for changes.

#### **4. TERMS AND CONDITIONS**

- 4.1. All deliverables and billing must be complete by June 30, 2026.
- 4.2. See Attachment A for flow-down clauses applicable to purchase orders or agreements involving funds from a federal grant.

#### **5. SCOPE OF WORK**

##### 5.1. Overview

- 5.1.1. The selected vendor will design and deliver a comprehensive Member Engagement and Support Strategy Plan for the Missouri Healthcare Coalition (MO HCC). This strategy must position MHA to effectively sustain and implement engagement efforts following completion of the contract period.

- 5.1.2. The strategy must:

- 5.1.2.1. Complement workplan deliverables outlined in MHA’s subcontract with the Missouri Department of Health and Senior Services (MO DHSS).
- 5.1.2.2. Align with ASPR Hospital Preparedness Program (HPP) grant requirements and the current Notice of Funding Opportunity (Opportunity number: EP-U3R-24-001).
- 5.1.2.3. Address the coalition’s operational environment, including resource constraints and the transition to predominantly virtual engagement.
- 5.1.2.4. Include, at minimum:
  - 5.1.2.4.1. Discovery and Assessment Phase
    - 5.1.2.4.1.1. Review of current engagement data, attendance trends, communication touchpoints
    - 5.1.2.4.1.2. Stakeholder input (e.g., surveys, interviews or facilitated discussions)
  - 5.1.2.4.2. Strategy Development Phase
    - 5.1.2.4.2.1. Clearly articulated engagement goals
    - 5.1.2.4.2.2. Audience segmentation and prioritization
    - 5.1.2.4.2.3. Recommended engagement tactics by audience type
  - 5.1.2.4.3. Implementation Readiness Phase
    - 5.1.2.4.3.1. Tools, templates and playbooks
    - 5.1.2.4.3.2. Staff training and handoff
  - 5.1.2.4.4. Measurement & Sustainability Phase
    - 5.1.2.4.4.1. KPIs, reporting cadence and post-contract roadmap

## 5.2. Background

- 5.2.1. The MO HCC includes 92 counties and consists of healthcare organizations and their public and private response partners who coordinate emergency preparedness, response, recovery and mitigation activities.
- 5.2.2. Coalition partners include, but are not limited to hospitals, local public health agencies, EMS agencies, emergency management agencies, federally qualified

health centers, long term care facilities, home health agencies, behavioral health providers, and other relevant organizations.

5.2.3. The coalition's core functions are coordination, collaboration and communication.

5.2.4. The MO HCC recently switched to virtual HCC engagements in response to constraints of reduced funding. Previously, the bulk of HCC engagements and meetings were held in person, complimented by virtual or hybrid offerings.

5.3. The vendor shall complete the following tasks:

5.3.1. Member Engagement Strategy Development

5.3.2. Develop a comprehensive strategy to enhance member engagement across all MO HCC stakeholders.

5.3.3. Proposals must include recommended engagement goals with baseline assumptions, target ranges and rationale, and include quantified engagement targets, audience segmentation logic and value proposition messaging by audience type.

5.3.4. Incorporate priorities outlined in the MO HCC Readiness Plan, including:

5.3.4.1. Promoting the value and benefits of HCC participation to current and prospective members, partner leadership, and affiliated organizations.

5.3.4.2. Increasing member participation in HCC activities, workgroups, meetings, and training opportunities.

5.3.4.3. Sustaining collaboration and commitment across diverse partners in a predominantly virtual and limited funding environment.

5.4. Virtual Engagement Optimization

5.4.1. Assess and refine the coalition's current virtual engagement approach.

5.4.2. Develop recommendations and tools to improve reach, participation, and collaboration in virtual only or hybrid environments.

5.4.3. Build upon previously used virtual engagement models and expand them with an updated and sustainable approach.

5.4.4. Create a Virtual Engagement Framework (e.g., cadence, formats, facilitation models) which includes at least one sample virtual agenda, one engagement toolkit (polls, discussion prompts, facilitation techniques) example and clear recommendations on when not to meet and when asynchronous engagement is preferred.

## 5.5. Platform and Tool Utilization

### 5.5.1.

Evaluate existing MHA/MO HCC platforms, communication tools and systems, including the [MHA website](#); MHA CRM database; Microsoft 365 applications; MO HCC–specific email account; Juvare EMResource and eICS; Zoom; the [MO HCC LinkedIn page](#); and Canva (free version). Current communication methods include coalition coffee breaks (short, informal virtual discussions on focused topics), virtual full-member meetings, the monthly newsletter and content shared on LinkedIn.

5.5.2. Provide recommendations for optimizing existing MHA/MO HCC platforms, tools and systems to deploy the engagement strategy effectively.

5.5.3. Identify gaps in current capabilities and propose solutions as appropriate, prioritizing optimization of existing MHA tools. New platforms are not preferred, however, if a new platform is recommended, the vendor must include a cost estimate, staff burden assessment and sustainability plan outside of grant funds

## 5.6. Communications Alignment

5.6.1. Collaborate with MHA Communications staff to ensure all materials, templates, and messaging align with MHA brand standards.

5.6.2. Provide adaptable materials (e.g., templates, messaging guides, engagement playbooks) that MHA can continue to use post award.

## 5.7. Training Support

5.7.1. Provide guidance and training to MHA staff members to ensure sustained implementation of the developed strategy. Required deliverables include training slides and recordings and job aids with access after the contract period ends.

## 6. CURRENT ENVIRONMENT

6.1. The facility is a functioning business; must consider and facilitate normal operations to the greatest degree possible. Any work that may disrupt services must be discussed with and approved by the project manager.

## 7. GUIDELINES AND PROPOSAL FORMAT

7.1. Provide a detailed plan that includes specific deliverables and timelines.

7.2. Proposals must include, in this order:

- 7.2.1. Executive summary
- 7.2.2. Understanding of MO HCC and current environment
- 7.2.3. Proposed approach and methodology
- 7.2.4. Deliverables and timeline
- 7.2.5. KPIs and measurement approach
- 7.2.6. Post-award sustainability plan
- 7.2.7. Project team and roles
- 7.2.8. Relevant experience and references
- 7.2.9. Cost proposal (note: fixed price cost is preferred)

7.3. Vendors should demonstrate:

- 7.3.1. A proven track record of increasing participation, collaboration and retention within large, diverse stakeholder groups in virtual or hybrid environments.
- 7.3.2. Expertise in virtual engagement design, including use of digital platforms, facilitation tools and remote collaboration methods.
- 7.3.3. Ability to assess current engagement practices and produce actionable, evidence-based recommendations.
- 7.3.4. Strong communications and messaging capabilities, including development of templates, playbook and communication tools aligned with MHA standards.
- 7.3.5. Experience providing training, coaching or implementation support to staff responsible for ongoing engagement activities.
- 7.3.6. Capacity to deliver high-quality work within defined timelines, including a structured project plan and measurable deliverables.
- 7.3.7. Qualifications and credentials of key personnel assigned to the project, with references from clients for similar work.
- 7.3.8. Cost-effective approaches that maximize value within a limited-funding environment.

7.4. Vendor knowledge of the following is preferred but not essential:

- 7.4.1. Experience developing engagement strategies for healthcare coalitions, emergency preparedness organizations, public health partners or similar multidisciplinary networks.
- 7.4.2. Knowledge of ASPR Hospital Preparedness Program (HPP) requirements, healthcare coalition operations and the MO HCC (or similar organizations) mission and core functions.

## **8. EVALUATION AND AWARD**

### 8.1. Evaluation

- 8.1.1. MHA Safety and Preparedness staff and the designated communications staff liaison will review and select top two proposals independently. Following review by all members, the group will meet to select the final vendor to be awarded the contract.

### 9. Award

- 9.1. This RFP does not require MHA to make an award to the company submitting the lowest priced proposal or to any of the respondents. It is the intent of MHA to obtain information as complete as possible from each respondent to allow the Review Team to identify the proposal that best meets the needs of MHA while remaining within the price range of available resources.

## **CERTIFICATIONS AND SPECIAL PROVISIONS**

### **1. GENERAL**

- 1.1 To the extent that this MOU involves the use, in whole or in part, federal funds, the signature of Participant's authorized representative on the signature page indicates compliance with the following Certifications and Special Provisions.

### **2. PARTICIPANT'S CERTIFICATION REGARDING SUSPENSION AND DEBARMENT**

- 2.1 Participant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this MOU by any Federal department or agency pursuant to 2 CFR Part 180.
- 2.2 Participant shall include these certification requirements regarding debarment, suspension, ineligibility, and voluntary exclusion in all lower tier covered transactions.
- 2.3 If Participant enters into a covered transaction with another person at the next lower tier, Participant 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. PARTICIPANT'S CERTIFICATION REGARDING LOBBYING**

- 3.1 Participant certifies that no Federal appropriated funds have been paid or will be paid, by or on behalf of Participant, 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.

## CERTIFICATIONS AND SPECIAL PROVISIONS

- 3.2 Participant certifies that no funds under this MOU 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. Participant shall not use any funds under this MOU 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.
- 3.3 Participant certifies that no funds under this MOU shall be used to pay the salary or expenses of Participant, or an agent acting for Participant 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, Participant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.
- 3.6 Participant 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. PARTICIPANT'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

- 4.1 Participant 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. Participant is required to report any conviction of employees under a criminal drug statute for violations occurring on Participant's premises or off Participant's premises while conducting official business. Participant 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. PARTICIPANT'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 Participant 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.

## CERTIFICATIONS AND SPECIAL PROVISIONS

5.3 Participant 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.

### **6. PARTICIPANT'S CERTIFICATION REGARDING NON-DISCRIMINATION**

6.1 Participant 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 MOU. 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 (42 U.S.C. 12101 *et seq.*) which prohibit discrimination on the basis of disabilities;

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 Equal Employment Opportunity – E.O. 11246, as amended;

6.1.7 Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements;

6.1.8 Missouri Governor's E.O. #05-30 (excluding paragraph 1, which was superseded by E.O. #10-24);

6.1.9 Missouri Governor's E.O. #10-24; and

## **CERTIFICATIONS AND SPECIAL PROVISIONS**

6.1.10 The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the MOU.

### **7. PARTICIPANT'S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS**

7.1 Participant shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a Participant, subParticipant, grantee, or subgrantee 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 Participant's employees are encouraged to report fraud, waste, and abuse. Participant 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 Participant shall include this requirement in any agreement made with a subParticipant or subgrantee.

### **8. CLEAN AIR ACT**

8.1 Participant 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.*).

1. The Department of Health and Senior Services has determined that this MOU is subrecipient in nature as defined in the 2 CFR § 200.330. To the extent that this MOU involves the use, in whole or in part, of federal funds, Participant shall comply with the following special conditions.
  - 1.1 Participant 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 Participant through this MOU. Participant 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 <http://health.mo.gov/Participantresources/nga> for the terms and conditions of the federal award(s) governing this MOU. Refer to the Contract Funding Source(s) report enclosed with the applicable contract for a listing of the applicable federal award numbers.
  - 1.2 In performing its responsibilities under this MOU, Participant 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 Participant shall send a copy of any audit report to the Department of Health and Senior Services, Division of Administration, P.O. Box 570, Jefferson City, MO 65102 each contract year if applicable. Participant shall return to the Department any funds disallowed in an audit of this MOU.
  - 1.4 Participant shall comply with the public policy requirements as specified in the Department of Health and Human Services (HHS) Grants Policy Statement which is incorporated herein as if fully set forth. <http://www.hhs.gov/sites/default/files/grants/grants/policies-regulations/hhsgps107.pdf>.
  - 1.5 Participant shall be responsible for any disallowances, questioned costs, or other items, including interest, not allowed under the federal award or this MOU. Participant shall return to the Department any funds disallowed within six months of notification by the Department to return such funds.
  - 1.6 Participant shall notify the Department in writing within 30 days after a change occurs in its primary personnel involved in managing this MOU.

[Type here]

[Type here]

[Type here]

- 1.7 Participant shall notify the Department in writing of any violation of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting federal monies under this MOU. Failure by Participant to disclose such violations may result in the Department taking action as described in 2 CFR § 200.338 Remedies for Noncompliance.
- 1.8 Participant 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 subrecipient and subrecipients' 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 Participant must include the requirements of this paragraph in any subaward made to a private entity.
- 1.9 Participant 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 Participant that is a state agency or agency of a political subdivision of a state and its Participants 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 Participant shall provide its Unique Entity Identifier (UEI) number to the Department. If Participant is an exempt individual as per 2 CFR § 25.110(b), Participant 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 MOU until Participant submits the UEI number to the Department and the Department has verified the UEI number.

[Type here]

[Type here]

[Type here]

## 1.12 Equipment

- 1.12.1 Title to equipment purchased by Participant for the purposes of fulfilling contract services vests in Participant upon acquisition, subject to the conditions that apply as set forth in 2 CFR § 200.313. Participant must obtain written approval from the Department prior to purchasing equipment with a cost greater than \$1,000. The repair and maintenance of purchased equipment will be the responsibility of Participant. Upon satisfactory completion of the MOU, if the current fair market value (FMV) of the equipment purchased by Participant is less than \$5,000, Participant has no further obligation to the Department. Participant may sell or retain items it purchased with a current FMV greater than \$5,000, but Participant 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 Participant shall remain the property of the Department. Participant must ensure these items are safeguarded and maintained appropriately, and return such equipment to the Department at the end of the program.