

MISSOURI HOSPITAL ASSOCIATION REQUEST FOR PROPOSAL (RFP)

RFP NO.: 1050

TITLE: Missouri Statewide Patient Tracking and Reunification Gap Analysis, Framework Development and Regional Planning Support

ISSUE DATE: 09/03/2026

PROCUREMENT MANAGER: Doug Schwartz

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PROGRAM MANAGER: Kara Amann

PHONE NO.: 573-893-3700 ext. 1402

E-MAIL: Kamann@mohospitals.org

RETURN APPLICATION NO LATER THAN: September 21, 2026

RETURN APPLICATION TO:

(Email)

Dschwartz@mohospitals.org

Missouri Hospital Association

Procurement Manager

CONTRACT PERIOD: Date of Award through June 30, 2027

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

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

1. PURPOSE AND OUTCOMES

- 1.1. The purpose of this RFP is to select a qualified subcontractor to facilitate a statewide assessment, gap analysis and planning process focused on the intersection of patient tracking and reunification during emergencies, disasters and large-scale incidents. The project will examine how patient tracking systems, processes and technologies currently support reunification efforts and identify opportunities to strengthen coordination, interoperability, information-sharing and operational effectiveness across healthcare, emergency management, public health and response partners.
- 1.2. Desired outcomes for this project include:
 - 1.2.1. A comprehensive statewide assessment of current patient tracking and reunification capabilities, gaps, challenges and best practices.
 - 1.2.2. A stakeholder-informed framework describing the relationship between patient tracking and reunification activities across the preparedness, response and recovery continuum.
 - 1.2.3. Recommendations for improving operational coordination, governance, information sharing, training and technology integration.
 - 1.2.4. A statewide strategic framework that supports aligned and interoperable approaches across local, regional and state levels.
 - 1.2.5. Facilitation of regional convenings to socialize the framework and recommendations with stakeholders.
 - 1.2.6. Support for regional and local partners in developing or refining patient tracking and reunification plans consistent with the statewide framework.
 - 1.2.7. Increased understanding among stakeholders of roles, responsibilities, dependencies and coordination requirements related to patient tracking and reunification activities.

2. INTRODUCTION

- 2.1. This document constitutes a request for competitive applications for the provision of statewide patient tracking and reunification assessment and planning services 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 Program Cooperative Agreement, CFDA 93.889. MHA is seeking a qualified subcontractor to facilitate a statewide gap analysis and planning effort focused on patient tracking and reunification and to support subsequent regional stakeholder engagement and planning activities.
- 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.
- 2.6. For purposes of this project, the term:
- 2.6.1. "Patient" refers to any individual receiving, awaiting or requiring health care, behavioral health, public health, long-term care, emergency medical or other medical supportive services during an emergency, disaster, public health emergency, evacuation, mass casualty incident or other large-scale event. This may include hospital patients, emergency department patients, behavioral health patients, residents of long-term care facilities, dialysis patients, home health patients, hospice patients and individuals receiving care through healthcare coalition partner organizations.
 - 2.6.2. "Patient Tracking" refers to the processes, technologies, governance structures, operational practices and information-sharing mechanisms used to identify, locate, account for, monitor movement of, transfer and communicate information regarding patients and other healthcare-impacted individuals throughout preparedness, response, recovery and continuity operations.
 - 2.6.3. "Reunification" refers to activities that support connecting patients with family members, guardians, caregivers, designated support persons, healthcare providers, receiving facilities or other authorized individuals and organizations following an emergency or disaster. This project focuses on reunification in community and non-acute care settings and seeks to understand how patient tracking activities conducted by healthcare, emergency management, public health and community partners support successful reunification outcomes.

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 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, 2027.
- 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 subcontractor shall facilitate a statewide patient tracking and reunification assessment and planning initiative, as well as regional workshops, on behalf of MHA.
- 5.1.2. The project shall examine the intersection of patient tracking and community reunification and evaluate how existing systems, policies, procedures, technologies and partnerships support the ability of health care organizations and response and community partners to locate, track, communicate about and reunify patients with family members, caregivers, guardians or designated support persons during emergencies and disasters.
- 5.1.3. The resulting framework and recommendations must position Missouri stakeholders to strengthen statewide coordination and support regional and local planning efforts.
- 5.1.4. This project is not intended to identify, select, recommend, or procure a statewide patient tracking or reunification technology solution. Rather, the purpose of this effort is to assess existing patient tracking and reunification capabilities, governance structures, operational processes, coordination mechanisms, and supporting technologies across Missouri in order to identify gaps, opportunities for improvement and develop a statewide strategic framework.
- 5.1.5. The assessment should consider people, processes, technology, planning, training, exercises, information sharing, organizational coordination and privacy considerations necessary to support patient tracking and reunification activities across health care partners and stakeholders.
- 5.1.6. The work shall include two primary phases.

5.1.6.1. Phase 1: Statewide Gap Analysis and Framework Development

5.1.6.2. Phase 2: Regional Framework Socialization and Planning Support

- 5.1.7. The project must align with ASPR Hospital Preparedness Program (HPP) grant requirements and the current Notice of Funding Opportunity (Opportunity number: EP-U3R-24-001).

5.2. Background

- 5.2.1. Missouri's health care preparedness system includes a diverse network of health care partners, emergency management organizations, public health agencies, community partners and healthcare coalitions. Patient tracking and reunification activities may involve organizations operating under different authorities, missions, regulations and operational practices. The assessment shall consider capabilities and processes across the continuum of care and emergency response.
- 5.2.2. Missouri utilizes several electronic platforms to support patient tracking and reunification, including but not limited to, EMResource, eICS, Pulsara, WebEOC and ArcGIS.

5.3. Stakeholders

- 5.3.1. The contractor shall ensure representation from health care, public health, emergency management and community response disciplines.

5.3.1.1. The project shall engage stakeholders that may include, but are not limited to:

- 5.3.1.1.1. Hospitals and critical access hospitals
- 5.3.1.1.2. Veterans Administration health care facilities
- 5.3.1.1.3. Behavioral health providers
- 5.3.1.1.4. Long-term care and skilled nursing facilities
- 5.3.1.1.5. Assisted living facilities
- 5.3.1.1.6. Federally qualified health centers
- 5.3.1.1.7. Rural health clinics
- 5.3.1.1.8. Dialysis providers
- 5.3.1.1.9. Hospice and home health agencies
- 5.3.1.1.10. Emergency Medical Services (EMS)
- 5.3.1.1.11. Healthcare coalitions
- 5.3.1.1.12. Local public health agencies
- 5.3.1.1.13. Emergency management agencies
- 5.3.1.1.14. State agencies
- 5.3.1.1.15. Medical transportation providers
- 5.3.1.1.16. Community and voluntary organizations involved in disaster response and recovery

5.4. The vendor shall complete the following tasks:

5.4.1. Task 1: Statewide Assessment and Gap Analysis.

5.4.1.1. The subcontractor shall:

- 5.4.1.1.1. Conduct a statewide assessment of current patient tracking and reunification capabilities.
- 5.4.1.1.2. Review existing plans, protocols, guidance, systems, technologies and relevant documentation provided by MHA or one of its partners.
- 5.4.1.1.3. Evaluate the current use of patient tracking systems and the degree to which they support reunification objectives.
- 5.4.1.1.4. Assess structures, operational workflows, information-sharing practices, data management considerations and stakeholder roles.
- 5.4.1.1.5. Identify strengths, gaps, barriers, redundancies and opportunities for improvement.
- 5.4.1.1.6. Examine promising practices and applicable models from other jurisdictions as appropriate.
- 5.4.1.1.7. The assessment shall examine preparedness, response, recovery and continuity-of-operations perspectives. The assessment shall evaluate:
 - 5.4.1.1.7.1. Governance structures
 - 5.4.1.1.7.2. Policies and procedures
 - 5.4.1.1.7.3. Technology solutions
 - 5.4.1.1.7.4. Information-sharing practices
 - 5.4.1.1.7.5. Privacy, confidentiality and information-sharing considerations.
 - 5.4.1.1.7.6. Legal and regulatory considerations
 - 5.4.1.1.7.7. Roles and responsibilities
 - 5.4.1.1.7.8. Training and exercise programs
 - 5.4.1.1.7.9. Operational coordination mechanisms
 - 5.4.1.1.7.10. Cross-sector dependencies
 - 5.4.1.1.7.11. Resource and staffing considerations

5.4.1.2. Deliverables

- 5.4.1.2.1. A statewide gap analysis report that includes an executive summary, findings, current-state assessment, gap analysis, best practice review, recommendations and prioritized improvement opportunities.
- 5.4.1.2.2. The contractor shall develop a stakeholder ecosystem and capability map that identifies:
 - 5.4.1.2.2.1. Key stakeholder groups
 - 5.4.1.2.2.2. Existing patient tracking and reunification functions

- 5.4.1.2.2.3. Information-sharing relationships
- 5.4.1.2.2.4. Governance structures
- 5.4.1.2.2.5. Dependencies
- 5.4.1.2.2.6. Capability gaps
- 5.4.1.2.2.7. Opportunities for improved coordination

5.4.2. Task 2: Patient Tracking and Reunification Framework Development.

5.4.2.1. The subcontractor shall:

- 5.4.2.1.1. Facilitate stakeholder input into framework development.
- 5.4.2.1.2. Develop a statewide framework describing how patient tracking systems and processes support reunification efforts.
- 5.4.2.1.3. Define key capabilities, stakeholder roles, governance considerations, operational workflows and information-sharing expectations.
- 5.4.2.1.4. Identify desired characteristics of coordinated and interoperable patient tracking and reunification approaches.
- 5.4.2.1.5. Develop recommendations regarding technology, policy, planning, training, exercises and stakeholder coordination.
- 5.4.2.1.6. 4.2.1.6. The statewide framework should include recommendations regarding:
 - 5.4.2.1.6.1. Governance and decision-making structures.
 - 5.4.2.1.6.2. Stakeholder roles and responsibilities.
 - 5.4.2.1.6.3. Information-sharing processes.
 - 5.4.2.1.6.4. Operational coordination mechanisms.
 - 5.4.2.1.6.5. Planning considerations.
 - 5.4.2.1.6.6. Training and exercise priorities.
 - 5.4.2.1.6.7. Technology and interoperability considerations.
 - 5.4.2.1.6.8. Regional and local implementation considerations.

5.4.2.2. Deliverables

- 5.4.2.2.1. Draft framework for stakeholder review.
- 5.4.2.2.2. Final statewide Patient Tracking and Reunification Framework.

5.4.3. Task 3: Regional Convenings

- 5.4.3.1. Following framework development, the subcontractor shall conduct five in-person regional convenings throughout Missouri. The subcontractor shall prepare meeting

materials and content and facilitate the convenings. MHA will contract the space and food, if necessary, and manage registration.

5.4.3.2. Convenings shall:

- 5.4.3.2.1. Socialize findings and recommendations from the statewide assessment.
- 5.4.3.2.2. Present the statewide framework and implementation roadmap.
- 5.4.3.2.3. Facilitate cross-sector discussion regarding regional challenges and opportunities.
- 5.4.3.2.4. Support stakeholder understanding of how patient tracking activities contribute to reunification outcomes.
- 5.4.3.2.5. Promote alignment among local, regional, healthcare coalition and statewide planning efforts.
- 5.4.3.2.6. Provide support for regional and local planning considerations through providing guidance for incorporating statewide framework recommendations into local and regional plans and planning toolkit and templates.
- 5.4.3.2.7. The regional convenings should validate statewide findings and identify region-specific considerations, risks, dependencies and implementation priorities.
- 5.4.3.2.8. The contractor shall collect stakeholder feedback and incorporate validated recommendations into the final statewide framework.

5.4.3.3. Deliverables

- 5.4.3.3.1. Regional meeting agendas and facilitation plans.
- 5.4.3.3.2. Presentation materials and participant resources.
- 5.4.3.3.3. Meeting summaries documenting key findings and participant feedback.
- 5.4.3.3.4. Regional and local planning consideration tools, which may include planning templates, checklists, discussion guides, implementation considerations, and other resources designed to assist stakeholders in incorporating statewide framework recommendations into local and regional plans.

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 Missouri's patient tracking and reunification environment

7.2.3. Proposed approach and methodology

7.2.4. Gap Analysis Methodology

7.2.5. Framework Development Process

7.2.6. Regional Convening and Facilitation Approach

7.2.7. Deliverables and timeline

7.2.8. Project team and roles

7.2.9. Relevant experience and references

7.2.10. Cost proposal (fixed price cost is preferred)

7.3. Vendors should demonstrate:

7.3.1. Experience facilitating statewide or regional strategic planning initiatives.

7.3.2. Experience conducting healthcare, public health, emergency management or emergency preparedness assessments and gap analyses.

7.3.3. Knowledge of patient movement, patient tracking, family reunification, healthcare preparedness and response systems.

7.3.4. Experience engaging diverse stakeholder groups and facilitating consensus-building processes.

7.3.5. Experience designing frameworks and operational plans.

7.3.6. Ability to facilitate in-person and virtual stakeholder meetings and regional workshops.

7.3.7. Knowledge of ASPR Hospital Preparedness Program requirements is preferred.

- 7.3.8. Familiarity with healthcare emergency preparedness technologies and information-sharing systems is preferred.

8. EVALUATION AND AWARD

8.1. Evaluation

- 8.1.1. MHA Safety and Preparedness staff 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.

- 8.1.2. Evaluators will look for:

- 8.1.2.1. Demonstrated understanding of patient tracking and reunification concepts.
 - 8.1.2.2. Quality and feasibility of proposed assessment methodology.
 - 8.1.2.3. Stakeholder engagement and facilitation experience.
 - 8.1.2.4. Experience with healthcare preparedness and emergency management planning.
 - 8.1.2.5. Quality of proposed deliverables.
 - 8.1.2.6. Cost effectiveness and overall value.
 - 8.1.2.7. Organizational capacity and project team qualifications.

8.2. Award

- 8.2.1. 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.

- 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.

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.

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- 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.

- 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.

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.