



Missouri Department of Social Services  
Social Services Block Grant (SSBG)  
Manual of Policies and Procedures

Office of Workforce and Community Initiatives Unit  
Community Partnership Manual of Policies and  
Procedures  
SFY 2026

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## Section 1 Purpose

The Missouri Department of Social Services (DSS) awards these Social Services Block Grant (SSBG) agreements under the authority of a Program Grant Authority (PG69) issued to the Department by the State Office of Administration. Office of Workforce and Community Initiatives (OWCI) provides grant and programmatic oversight as well as serves as the Department liaison to the Community Partnerships.

The administration of SSBG is governed by:

- 42 USC 1397 Block Grants to States for Social Services
- 45 CFR part 96 Block Grants
- Applicable OMB Guidance
- CFR 2014 title 45-vol 2-part 260 General Temporary Assistance for Needy Families (TANF) provisions
- RSMO 205.565 Granting authority to Caring Communities programs
- The Missouri Department of Social Services Grant Agreements
- The Missouri Department of Social Services Manual of Policies and Procedures
- All other applicable Federal and State laws and regulations, i.e., Lobbying, Debarment, Drug Free and Tobacco Free Workplace

The Community Partnership Unit awards funds to the designated Community Partnerships in Missouri along with Families and Communities Together (FACT). The Unit also awards funds to the Missouri Mentoring Partnerships (MMP), Show Me Healthy Women (SMHW), New Decision Items (NDI), and numerous initiative ties to the Community Partnerships and/or FACT. The mission of the Family and Community Trust, and its board, is to promote and support effective public/private partnerships and community involvement to develop innovative solutions to achieve Missouri's vision for improving the lives of children and families.

The Missouri Department of Social Services' (DSS) Community Partnership Unit, along with FACT and the Community Partnerships, will use this manual as a guide when grants are administered to subrecipients and contractors, particularly where federal legislation, rules and guidelines are silent.

## Section 2 Unit Contact Information

<b>Mailing Address</b>	3705 Missouri Blvd, 2nd Floor, Jefferson City, MO 65109
<b>Physical Location</b>	3705 Missouri Blvd, 2nd Floor, Jefferson City, MO 65109
<b>Email</b>	<a href="mailto:DSS.FSD.CommunityInitiativesUnit@dss.mo.gov">DSS.FSD.CommunityInitiativesUnit@dss.mo.gov</a>

## Section 3 Nondiscrimination

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 agreement, including, but not limited to:

- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000e) 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, unless otherwise provided by law, discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
- b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. § 206 (d));
- c. 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;
- d. 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;
- e. The Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107) which prohibits discrimination on the basis of age;
- f. Equal Employment Opportunity - E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
- g. The Pro-Children Act of 1994 (PL 103-227) regarding environmental tobacco smoke;
- h. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements; and
- i. The requirements of any other federal and state nondiscrimination statutes, regulations and executive orders that may apply to the services provided under the agreement.

If the grantee uses any funds of this agreement in a subcontract, then the grantee shall require such a subcontractor to comply with the applicable human rights clauses above. Disclosure of information, by either party to the agreement, concerning a client for any purpose not directly related to the performance of this agreement is prohibited except as specified by applicable state and federal laws and regulations.

The Department shall have the right to enforce all applicable clauses by appropriate procedures, including but not limited to, requests, reports, site visits and inspection of relevant documentation of the grantee.

### Anti-Discrimination against Israel Act Grantee Requirements

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.

If the grantee meets the definition of a company as defined in section 34.600, RSMo, and the company's employee's increases to ten or more during the life of the agreement, 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, attached to the Community Partnership Grant Agreement.

If during the life of the agreement, 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 #3 titled, Anti-Discrimination Against Israel Act Certification, attached to the Community Partnership Grant Agreement.

## Section 4 Program Scope

The mission of the Missouri Department of Social Services (DSS) is to “partner with families and communities to protect children, rehabilitate youth and move families to self-sufficiency so that Missourians can lead safe, healthy, and productive lives”. The Department provides funding under this agreement to act as a catalyst for the development of a community-based, comprehensive, collaborative, consumer-oriented system or systems of services and supports to meet the needs of children and families within the community.

As the Department and the grantee implement services and activities, the Department and the grantee will be jointly responsible for identifying, obtaining and utilizing other available resources in order to fulfill the objectives of the Core Results of the Missouri's Community Partnerships.

The Core Result categories are:

- Parents working;
- Children safe in their families and families safe in their communities;
- Children ready to enter school;
- Children and families that are healthy;
- Children and youth succeeding in school;
- Youth ready to enter the work force and become productive citizens; and
- Other activities identified by local Partnerships or the Caring Communities, Inc., DBA: The Family and Community Trust (FACT)

## Section 5 Funding and Program Cycle

The funding cycle for the SSBG agreements follows the State of Missouri fiscal year, July 1 through June 30 of the following year. Availability of funding for this agreement shall be determined solely by the Department and such determination shall be final and without recourse by the grantee.

### Allocations

Funding for the agreement must be appropriated by the Missouri General Assembly for each fiscal year included within the agreement period. Therefore, the agreement shall not be binding upon the Department for any period in which funds have not been appropriated, and the

Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.

- a. The Department reserves the right to terminate the agreement, without penalty or termination costs, if such funds are not appropriated or available.
- b. In the event funds are not appropriated or available for the agreement, the Department shall provide prompt notification to the grantee.
- c. In the event funding for the agreement becomes unavailable or interrupted, the grantee shall, upon written notification from the Department, suspend work activities and incur no further costs under the agreement, until such time as the Department notifies the grantee, in writing, that funding has been restored and work activities may resume.
- d. In the event funds are not appropriated or available for the agreement, the grantee shall not prohibit or limit the Department's right to pursue alternate agreements, as necessary, to conduct state governmental affairs.
- e. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the agreement.

## Section 6 Grant Administration

### Training and Technical Assistance

The Department may require the attendance of the grantee's personnel at training activities and may require the cooperation of the grantee's personnel where the Department provides technical assistance.

The Department may conduct trainings throughout the year regarding the following topics: monitoring, invoicing, and data collection/performance management.

All documents created for the trainings must be available to all grantees, either by posting the training materials on the website or via email.

### Monitoring

The Department has the right to monitor the grant agreement throughout the effective period of the grant agreement to ensure compliance with grant requirements. Additionally, the Department reserves the right to audit all records related to the grantee's performance under the agreement for a period of five (5) years from the expiration date of the agreement.

- a. The grantee shall cooperate with any Department review of records and other documentation related to the grantee's performance under the grant.

Monitoring visits of the partnerships shall be conducted at least once every three (3) years (triennially).

- a. The Department reserves the right to make announced and unannounced visits.
- b. Monitoring may include on-site visits or desk reviews as determined by the Department.
- c. The Department shall make a standardized partnership monitoring tool available to the grantee prior to the triennial review.

The Department shall issue a monitoring report summarizing the findings of the triennial review within sixty (60) days after completing such review to inform the partnership of any finding.

- a. The Department may require the partnership to participate in training and technical assistance.

## Special Conditions

In the event the Department determines the grantee to be non-compliant, or at risk for non-compliance with grant requirements, the Department shall have the right to impose special conditions or restrictions on the grantee to bring the grantee into compliance or to mitigate the risk of non-compliance.

- a. The Department shall provide written notification to the grantee of the determination of non-compliance or the risk of non-compliance. The Department shall identify any special conditions or restrictions to be imposed by the Department in the written notification.
- b. Special conditions or restrictions may include, but are not limited to:
  - 1) Requiring the grantee to obtain additional technical assistance;
  - 2) Requiring additional levels of prior approval from the Department for agreement activities;
  - 3) Requiring additional or more detailed financial reports or other documentation;
  - 4) Additional, ongoing agreement monitoring/oversight by the Department;
  - 5) Requiring the submission and implementation of a corrective action plan; or
  - 6) A combination of conditions or restrictions requested by the Department.

## Programmatic Monitoring

Programmatic monitoring of the grantee is completed by the Department/DSS.

### PURPOSE

This Monitoring process will ensure the programmatic integrity of the eligible entities receiving funds. To ensure this objective is realized, DSS will conduct due diligence prior to the awards and the appropriate post-award monitoring activities are planned and implemented. Monitoring federal awards advocates good stewardship of funds and ensures that projects are carried out in the manner consistent with the eligible entity's approved work plans. DSS has implemented a performance-based framework for developing a monitoring strategy, which integrates the delivery method and type of monitoring activity conducted for each eligible entity. This strategy is designed to measure relative factors across awards for each eligible entity and to prioritize a set of monitoring activities by agency assessment categories.

### MONITORING PROCESS

The Monitoring plan is a two-tiered process. DSS-OWCI Performance Monitoring Unit performs monitoring of program areas while Department of Finance and Administrative Services (DFAS) will perform contractual and federal/state regulation compliance monitoring of financial areas.

DSS reserves the right to monitor the contract throughout the effective period of the contract to ensure contractual compliance. If the state agency determines the contractor to be at high-risk for non-compliance, the state agency shall have the right to impose special conditions or restrictions. Written notification will be provided to the contractor of the determination of high-risk and of any special conditions or restrictions to be imposed.

With a minimum thirty (30) calendar days' written notice to the contractor, the state agency will conduct a full onsite or desktop review as scheduled or more often as needed, using standardized monitoring practices; however, the state agency reserves the right to conduct unscheduled onsite reviews at any time.

## Risk Assessment Designation

**The Department and the DFAS Compliance Service Unit, will oversee the risk assessment process.** Risk assessments examine the potential partnership's financial stability, management systems, history of performance, reports and findings from previous audits, and the ability to implement statutory, regulatory, or other requirements. Each Partnership's risk will be assessed based on the information entered into the risk assessment tool, and a score will automatically be calculated. Factors that affect risk include: **Overall Procurement Value, Achievement of Project Objectives and Expected Outcomes, Internal Monitoring and Oversight, Contractor Key Personnel Stability and Expertise, Fulfillment of Grantee Responsibilities and Expectations, Timeliness of Reporting.**

## Program Reports

The grantee shall submit an annual results report as instructed by FACT for the previous state fiscal year.

- a. The report shall focus on a major result accomplished over the previous fiscal year based on the community/strategic/budget plan and the efforts of the community as a whole.

The grantee shall provide annual reporting metrics as instructed by FACT for the previous state fiscal year on a date specified by the department. Reporting metrics include, but not limited to:

- a. Participants served;
- b. Volunteer service hours;
- c. Dollars leveraged; and
- d. Other information specified by the Department.

The grantee shall submit all reports and information specified according to the instructions supplied by the department:

- a. In the format specified by the Department; and
- b. On a form specified by the Department

The grantee shall meet with the Department, as requested.

Progress/program reports are to be submitted throughout the course of the grant award to provide data regarding the grantee's plan, program, or project. The Program Staff is responsible for ensuring that all required performance measures and reports are accurate.

## Section 8 Governing Boards

The FACT board is drawn from the top leadership in state government and the private sector to govern the work of local Community Partnerships across the state. The board's mission is to promote and support effective public/private partnerships and community involvement to develop innovative solutions for improving the lives of Missouri's children and families. The board was established in 1993.



The mission of the partnerships and community involvement is to develop innovative solutions to achieve Missouri's vision for improving the lives of children and families as directed by the Board of Directors.

The partnership will work to achieve the objectives of the program by engaging local community involvement and decision-making, facilitating, and advocating community change and leadership through:

- a. Engaging community members in creating a community-wide agenda to link resources and services;
- b. Targeting specific community priorities to improve results for children and families by addressing some or all of the Core Results;
- c. Assuring active involvement of diverse community members in the partnership and on the partnership Board;
- d. Developing, leveraging, and redirecting public and private resources to better help families;
- e. Being accountable for tracking, recording, and reporting annually on progress towards the Core Results addressed in each partnership's plan;
- f. Serving as a parent board for Caring Communities/Site councils, as applicable;
- g. Ensuring compliance with legal requirements and guidelines for non-profit organizations;
- h. Promoting best practices and lessons learned with other partnerships, state agencies and Caring Communities Inc., DBA the Family and Community Trust (FACT) Board;
- i. Engaging and collaborating with local state agencies to find new ways to achieve better results for children and families; and
- j. Serving as an information clearinghouse.

In the event the grantee is a not-for-profit agency, grantee board members must abstain from voting on any funding proposal relating to this agreement, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

## Section 9 Strategic Planning

The grantee shall work collaboratively with the Department and FACT as the designated Community Partnership for the geographic area served by the Community Partnership to achieve the objectives and outcomes specified in the community/strategic/budget plan. The partnership shall develop and implement a results-based multi-year (3-5 years) community/strategic/budget plan that is approved by the board and updated on a regular basis.

- a. The community/strategic/budget plan should address the needs of children and families within the community and the Core Results and provide solutions to meet such needs.

## Section 10 Fiscal Policies and Procedures

Availability of funding for this agreement shall be determined solely by the Department and such determination shall be final and without recourse by the grantee.

Funding for the agreement must be appropriated by the Missouri General Assembly for each fiscal year included within the agreement period. Therefore, the agreement shall not be binding upon the Department for any period in which funds have not been appropriated, and the Department shall not be liable for any damages or costs, including attorney's fees, associated with termination caused by lack of appropriations.

- a. The Department reserves the right to terminate the agreement, without penalty or termination costs, if such funds are not appropriated or available.
- b. In the event funds are not appropriated or available for the agreement, the Department shall provide prompt notification to the grantee.
- c. In the event funding for the agreement becomes unavailable or interrupted, the grantee shall, upon written notification from the Department, suspend work activities and incur no further costs under the agreement, until such time as the Department notifies the grantee, in writing, that funding has been restored and work activities may resume.
- d. In the event funds are not appropriated or available for the agreement, the grantee shall not prohibit or limit the Department's right to pursue alternate agreements, as necessary, to conduct state governmental affairs.
- e. The provisions of the above paragraphs shall apply to any amendment or the execution of any option to extend the agreement.

### Payments to the Grantee

#### Allocation

The Grantee shall be allocated the following funding, which is subject to state appropriations.

#### Budget

The grantee shall develop and submit an annual program budget. The budget may include direct administrative costs.

The grantee shall develop the budget in accordance with cost principles specified in any applicable federal or state law or regulation, or in accordance with federal grant guidelines.

The grantee shall submit its annual budget via email to [W&CI.INVOICES@dss.mo.gov](mailto:W&CI.INVOICES@dss.mo.gov) with a detailed budget narrative reflective of the work to be carried out in the community/strategic plan along with anticipated outcomes/results.

- a. The grantee shall submit budgets no later than May 15 or a date as agreed upon by the Department prior to the beginning of each fiscal year, along with minutes of the partnership Board of Directors which documents approval of the budget.

## Budget Amendment

The grantee shall expend funding pursuant to the established budget.

The grantee may transfer funding between budget categories provided such transfers do not exceed fifteen percent (15%) of the total cumulative amount awarded without Department approval, subject to any applicable exceptions on administrative costs.

Any budget transfer over fifteen percent (15%) shall require revised budget and budget narrative approvals before the transfer can occur.

- a. During the agreement period, the grantee may submit a budget revision request for Department approval to transfer funding.
- b. The transfer may not occur until approved by the Department.

The grantee shall provide a written copy of revised budget to the Department, prior to implementation, when any transfer occurs, including those transfers that do not require prior Department approval.

## Invoicing and Payment

Payments due under the terms of the agreement shall be made by the Department upon receipt and approval of a properly itemized invoice, as set forth herein.

- a. The grantee shall submit invoices in accordance with the requirements stated in the agreement and no later than the time period specified in § 33.120 RSMo, unless more restrictive requirements are established by state or federal law or regulation.
- b. The grantee shall not invoice federal or state tax.

The grantee will be funded through a cost reimbursement basis for services provided through this grant agreement. Under the cost reimbursement method of funding, grant recipients are required to finance operations with their own working capital.

Agreement payments are made to reimburse the grant recipients for actual cash disbursements.

The Department shall make payments for actual, allowable costs incurred due under the terms of the grant agreement upon receipt and approval of a properly itemized invoice, as set forth herein.

The grantee shall submit invoices via email to [W&CI.INVOICES@dss.mo.gov](mailto:W&CI.INVOICES@dss.mo.gov) within fifteen (15) calendar days following the month in which the grantee provided the services.

Each invoice shall have a unique, unduplicated identifier as an invoice number that includes the two (2) digit month and the two (2) digit year and other identifiers that shall be stated on the invoices form, and shall not exceed twelve (12) digits.

Failure of the grantee to submit required information when due, may result in withholding or rejection of payment under the terms and conditions specified in this agreement.

- a. The Department may reject payment due to the grantee's failure to perform or deliver the required work or services.

The Department reserves the right to make payments to the grantee through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the agreement, the grantee must register in the State's MissouriBUYS system by going to <https://missouribuy.mo.gov/registration>. All vendors who currently (or in the future) sell products or services to the state will be *required* to register their business with the Office of Administration through MissouriBUYS.

## Verification of Expenditures

Receipt of payments by the grantee does not constitute earning of these funds and are subject to verification provisions stated herein.

The Department shall have the right to recover from the grantee all funds for which the grantee does not maintain adequate verification and full documentation of expenditures. Adequate verification and full documentation shall be defined as maintaining records in such a manner that an orderly examination by a reasonable person:

- a. Is possible;
- b. Can be conducted without the use of information extrinsic to the records;
- c. Can readily determine whether the goods/services were in fact provided; and
- d. Can readily determine whether the goods/services were provided in accordance with the terms of this agreement and applicable federal and state regulations.

At the request of the Department, the grantee shall produce and make available all records necessary for expenditure verification.

The grantee shall submit itemized reports, records and information at the request of the Department. The grantee shall maintain auditable records for all activities performed under this agreement. Financial records shall conform to Generally Accepted Accounting Principles (GAAP). Such records shall include at a minimum the following information as applicable:

- a. The specific number and type of service units provided;
- b. Itemized revenues and expenditures related to the performance of the agreement;
- c. The number and type of clients served;
- d. Detailed documentation of services provided to each client, included progress notes;
- e. All records necessary for performing a full audit of the grantee's performance under the agreement; and
- f. Other relevant records.

The grantee shall have in place management and fiscal controls that are adequate to assure full performance of the grantee's obligations under this agreement. The grantee shall maintain sufficient cash flow to perform its obligations under the agreement for the duration of the agreement. The grantee shall immediately notify the Department of any cash flow issues where the grantee's obligations required under this agreement would be in jeopardy.

The grantee shall allow the Department or its authorized representative to inspect and examine the grantee's premises or records that relate to the performance of the agreement at any time during the period of the agreement and thereafter within the period specified herein for the grantee's retention of records.

The grantee shall promptly provide the Department with access to Department clients and records of the Department clients without limitation.

- a. The grantee shall promptly provide the Department with access to information and records of the Department clients, as requested by the Department.

The grantee shall retain all records pertaining to the agreement for six (6) years after the close of the agreement year unless audit questions have arisen or any legal action is contemplated or filed within the six (6) year limitation and have not been resolved. All records shall be retained until all audit questions or legal actions have been resolved. The grantee shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the grantee to retain and produce records shall continue even after the agreement expires or is otherwise terminated by either party.

The grantee shall provide written notification to the Department when there is any change in the grantee's licensure or certification/accreditation status, official name, address of record, Executive Director, or change in ownership or control of the grantee's organization.

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 shall notify the Department immediately. Upon learning of any such actions, the Department reserves the right, at its sole discretion, to either cancel or affirm the agreement and hold the grantee responsible for damages, to the extent authorized by law.

### Property Management

The grantee shall keep an accurate inventory and depreciation schedule for all assets, equipment, computer equipment, software and other real and personal property purchased that cost \$10,000 or more that is purchased with any portion of funds made available through this contract. The inventory shall also include specific information as to the disposition of all assets that have been transferred, sold or otherwise disposed of, the manner of the disposition, the consideration received for the disposal of the assets and the reasons, therefore.

All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the grantee pursuant to the terms of the agreement shall become the property of the State of Missouri.

- a. Upon expiration, termination, or cancellation of the agreement, all such items shall become the property of the State of Missouri, which shall include all rights and interests for present and future use or sale as deemed appropriate by the Department.

Any ancillary software tools or pre-printed materials (e.g., project management software tools or training software tools, etc.) developed or acquired by the grantee that may be necessary to perform a particular service required herein, but not required as a specific deliverable of the agreement, shall remain the property of the grantee. The grantee shall be responsible for ensuring that such tools and materials are being used in accordance with applicable intellectual property rights and copyrights.

In the event any copyrighted material is developed as a result of the agreement, the Department shall have a royalty-free, nonexclusive and irrevocable right to publish, use, or authorize other to use, the work/materials for Department or State of Missouri purposes.

### Bonding and Insurance

The grantee shall be responsible for any and all personal injury, including death, or property damage as a result of the grantee's actions, or inactions, including but not limited to, misconduct, negligence, or any future negligent act, involving any equipment or service provided under the terms and conditions, requirements and specifications of the agreement.

- a. In addition to the liability imposed upon the grantee on account of personal injury, bodily injury (including death), or property damage suffered as a result of the grantee's negligence, the grantee shall pay, indemnify, save and hold harmless the State of Missouri, including its agencies, employees, and assigns, from every expense, liability, or payment arising out of such misconduct or negligent act.

The grantee shall hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent or intentional act or omission committed by any subcontractor or other person employed by or under the supervision of the grantee under the terms of the agreement.

During the term of the agreement, the partnership shall maintain adequate bonds on all persons who will be receiving, disbursing, or in any way handling funds provided by the Department pursuant to this agreement.

- a. Bonds shall guarantee that the Department will be fully reimbursed, and insured against any financial loss, in the event partnership defaults, fails to perform, or fails to in any way to comply with the letter or spirit of this agreement.
- b. The partnership shall provide to the Department, within fifteen (15) days after the execution of this agreement, a list detailing all persons who will be receiving, disbursing, or in any way handling the money provided by the Department pursuant to this agreement. The partnership shall also secure adequate bonds and provide documentation verifying that the adequate bonds are secured within fifteen (15) days after the execution of this agreement.

The Department and the State of Missouri is and shall not be required to save and hold harmless or indemnify the grantee, its employees, agents or subcontractors against any liability incurred or arising as a result of any activity of the grantee or any activity of the grantee's employees related to the grantee's performance under the agreement. Therefore, the grantee shall acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its clients, its employees and the public against any loss, damage or expense related to the grantee's performance under the grant agreement.

The grantee shall maintain adequate automobile liability insurance for the operation of any motor vehicle used to provide any form of transportation service related to the services of this agreement.

If the agreement involves the performance of medical services of any type, the grantee shall maintain adequate liability insurance to cover all medical services rendered.

The grantee shall submit proof of insurance coverage to the Department as requested. Proof of the insurance coverage shall include, but not be limited to, effective dates of coverage, limits of liability, insurers' names, policy numbers, company, etc. The grantee may use proof of self-insurance coverage or another alternative risk financing mechanism if such coverage is verifiable and irrevocably reliable.

## Records Retention

The grantee shall retain all records pertaining to the agreement for six (6) years after the close of the agreement year unless audit questions have arisen or any legal action is contemplated or filed within the six (6) year limitation and have not been resolved. All records shall be retained until all audit questions or legal actions have been resolved. The grantee shall safeguard and keep such records for such additional time as directed by the Department. The obligation of the grantee to retain and produce records shall continue even after the agreement expires or is otherwise terminated by either party.

## Audits

The grantee shall provide electronically to the Department at [DFAS.ComplianceUnit@dss.mo.gov](mailto:DFAS.ComplianceUnit@dss.mo.gov), the following:

- a. Annual audit report;
- b. An audited supplemental schedule, and supplemental schedule disclosures for the program year;
- c. Any management letters issued by the auditor; and
- d. A copy of Federal Form 990

The Compliance Unit is responsible for reviewing single audits and issuing a management decision for any audit findings that relate to Community Partnership awards. The management decision must be issued within six months of acceptance of the audit report by the FAC. The Compliance Unit will comply with 2 C.F.R. §200.521 regarding management decisions.

If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements.

- a. In accordance with the provisions of 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the Department, in determining the federal awards expended in its fiscal year.
- b. In the event the subrecipient is required to obtain an audit pursuant to 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR § 200.512. The subrecipient shall notify the Department of the acceptance of the audit by the FAC within seven calendar days of the acceptance. The subrecipient shall also notify the Department in the event the subrecipient is not required to obtain and submit a single audit. The grantee shall submit these notifications to the:

Department of Social Services  
Division of Finance and Administrative Services  
Attn: Single Audit  
P.O. Box 1082  
Jefferson City, MO 65102

Or [DFAS.ComplianceUnit@dss.mo.gov](mailto:DFAS.ComplianceUnit@dss.mo.gov)



- c. The subrecipient shall cooperate with the Department in resolving questions that the Department may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR § 200.521.

The subrecipient shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for federal financial participation claimed by the Department on behalf of the subrecipient. The subrecipient shall return any funds disallowed, either to the Department or directly to the applicable federal agency, as instructed by the Department and within the timeframe designated.

## Transparency Reporting

In order to assist the Department in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the subrecipient must fully complete and submit the FFATA Data Form, attached hereto as Exhibit 5, to the Department prior to the award of the contract.

- a. The subrecipient should register in the federal government System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov), to record information about the subrecipient's organization, including executive compensation data. SAM is a secure, single repository of data and the subrecipient should only need to register once and renew annually thereafter and update information as necessary.
- b. The Department will provide the subrecipient with applicable federal funding source information in accordance with 2 CFR § 200.331.

## EFT

The Department reserves the right to make payments to the grantee through electronic funds transfer (EFT). Therefore, prior to any payments becoming due under the agreement, the grantee must register in the State's MissouriBUYS system by going to <https://missouribuy.mo.gov/registration>. All vendors who currently (or in the future) sell products or services to the state will be *required* to register their business with the Office of Administration through MissouriBUYS.

# Section 11 Personnel Policies and Procedures

The grantee shall comply with the Fair Labor Standard Act, Equal Employment Opportunity Act, any other federal and state laws, rules, regulations and executive orders to the extent that these may be applicable and shall insert the foregoing provision in all subcontracts awarded.

The grant agreement is predicated, in part, on the utilization of the specific resources, individuals or personnel qualifications as identified or described in the grantee's proposal/bid, when applicable, or in the grant requirements stated herein. Therefore, the grantee shall only utilize personnel or individuals in the performance of this agreement who meet specific qualifications required for services to be provided.

- a. No substitution of personnel shall be made by the grantee without written approval of the Department and such substitutions made pursuant to this paragraph shall be equal to or better than those originally proposed, offered, identified or required.



The grantee shall only utilize personnel including those of any subcontractor(s), who 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 agreement, and shall provide documentation of such licensure or certification upon request.

The grantee shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA), P.L. 104-208, 110 Stat. 3009, and INA Section 274A (8 U.S.C. §1324a).

- a. If the grantee is found to be in violation of this requirement or if the State of Missouri has reasonable cause to believe that the grantee has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the agreement immediately without penalty or recourse and suspend or debar the grantee from doing business with the state. The state may also withhold up to twenty-five percent (25%) of the total amount due to the grantee.
- b. The grantee shall agree to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.
- c. 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 services included herein. If the grantee's business status changes during the life of the 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 agreement:
  - 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
  - 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
  - 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.

The grantee shall comply with all requirements of 31 U.S.C. § 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the agreement shall be used to pay the salary or expenses of the grantee, or agent acting for the grantee, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The grantee shall submit to the Department, when applicable, Disclosure of Lobbying Activities reporting forms.

In the event Federal funding for the agreement becomes unavailable or interrupted, the grantee shall, upon written notification from the Department, suspend work activities and incur no further costs under the agreement, until such time as the Department notifies the grantee, in writing, that funding has been restored and work activities may resume.

## Subcontractor

The Department reserves the right to approve any subcontractors utilized by the grantee for the services/products required herein. The Department, at its sole discretion, may require such approval prior to the utilization of any subcontractor. In the event the Department requires prior approval to subcontract, the grantee shall provide notification of its intent to subcontract within the timeframe specified by the Department.

The utilization of a sub-grantee shall in no way relieve the grantee of the responsibility for providing the services required herein.

Any subcontracts for the services/products described herein shall be in writing and shall include any and all provisions and grant obligations, including all requirements of the agreement's General Grant Requirements, that are necessary to ensure the successful fulfillment of all obligations under the agreement that are performed by a subcontractors.

Any subcontracts must ensure that the Department and the State of Missouri is indemnified, saved and, held harmless from and against all claims of damage, loss, and costs (including attorney fees and litigation expenses) of any kind related to a subcontract in those matters described in the agreement between the Department and the grantee.

The grantee shall be solely responsible for all legal and financial responsibilities related to the execution of a subcontract. Pursuant to subsection 1 of section 285.530, RSMo, no grantee 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 contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:

- a. The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and
- b. Shall not henceforth be in such violation, and
- c. The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

Pursuant to section 285.530, RSMo, if the grantee meets the section 285.525, RSMo definition of a "business entity"

<https://revisor.mo.gov/main/OneSection.aspx?section=285.525&bid=14999&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 shall complete applicable portions of Exhibit # 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization. The applicable portions of Exhibit # 1 must be submitted prior to an award of an agreement.

## Confidentiality

All discussions with the grantee and all information gained by the grantee as a result of the grantee's performance under the agreement shall be confidential, to the extent required by law. The grantee shall release no reports, documentation or material prepared pursuant to the agreement to the public without the prior written consent of the Department, unless such disclosure is required by law.

If required by the Department, the grantee and any required grantee personnel shall sign specific documents regarding confidentiality, security, or other similar documents.

The grantee shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of any information confidential by law that it creates, receives, maintains, or transmits on behalf of the Department other than as provided for by the agreement. Such safeguards shall include, but not be limited to:

- a. Encryption of any portable device used to access or maintain confidential information or use of equivalent safeguard;
- b. Encryption of any transmission of electronic communication containing confidential information or use of equivalent safeguard;
- c. Workforce training on the appropriate uses and disclosures of confidential information pursuant to the terms of the agreement;
- d. Policies and procedures implemented by the grantee to prevent inappropriate uses and disclosures of confidential information by its workforce and subcontractors, if applicable;
- e. Any other safeguards necessary to prevent the inappropriate use or disclosure of confidential information.

The grantee shall provide written notification to the Department when there is any change in the grantee's licensure or certification/accreditation status, official name, address of record, Executive Director, or change in ownership or control of the grantee's organization.

### Fraud, Abuse or Misconduct

The grantee shall have a written program policy to prevent, detect and deter fraud, abuse or misconduct in the administration of state and federal funds. The policy, at minimum, shall include:

- a. An expectation for staff to report a suspicion of fraud, abuse or misconduct;
- b. An assurance fraud, abuse or misconduct may be reported anonymously or confidentially within the grantee's organization, to the extent possible;
- c. The procedure employees of the grantee use to report fraud, abuse or misconduct;

The grantee shall report all fraud, abuse or misconduct as soon as the grantee determines that there are reasonable grounds to believe that fraud, abuse or misconduct has occurred.

- a. Grantees shall make reports to the Department by contacting the Division of Legal Services (DLS) by email at [DLS.ReportVendorFraud@dss.mo.gov](mailto:DLS.ReportVendorFraud@dss.mo.gov).

The grantee may be prosecuted under applicable federal or state law for false claims, statements or documents or concealment of material fact.

### Background Screening

The grantee shall conduct a background screening on all potential employees that may be paid in full or in part with funding from the partnerships, prior to the beginning of employment. No later than thirty (30) days after the contract is executed, the grantee shall ensure there is a written personnel policy that describes the background screening procedure for the agency that includes, at minimum:

- a. The frequency at which repeat background screenings are performed; and
- b. Whether unpaid positions (i.e. volunteers) receive a background screening.

## Correspondence

Within five (5) days of agreement award, the grantee shall provide the Department with the name, address, electronic mail (e-mail) address, and telephone number of the grantee's representative servicing the agreement.

The Department will use e-mail to transmit contract documents and other correspondence to the grantee. The Department shall encrypt e-mails to the grantee that contain information confidential by law to protect such from unauthorized disclosure. The grantee shall ensure the timely review and response to e-mailed documents and information.

The grantee shall encrypt any electronic correspondence containing information confidential by law.

## Notification Requirements

The grantee shall immediately notify the Department of the death of a Department client receiving services under the agreement.

The grantee shall immediately notify the Department and make the required hotline report, when there are allegations of physical abuse, sexual abuse, verbal abuse or neglect of a client. In the event the conduct of a client is jeopardizing the safety of him/herself or others in the community, the grantee shall immediately notify the Department. If an immediate response is needed to ensure the health or safety of the client or others, the grantee shall also notify local law enforcement officials.

The grantee shall immediately notify the Department, in writing, if the grantee becomes aware of any circumstances that may render the grantee unable to perform any of its obligations under the agreement.

- a. The Department shall have the right, at any time, to require the grantee to provide written assurances that it can meet its obligations under the agreement and to provide satisfactory documentation to support its assurances. If the grantee is unable to provide adequate assurances that it will be able to perform its obligations under this agreement, the Department shall have the right to exercise any of its remedies under this agreement or under law.

## Section 12 General

The Community Partnership Grant Agreement shall consist of the original grant agreement, and any subsequent amendments to the agreement. The Community Partnership Grant Agreements shall be construed according to the laws of the State of Missouri and shall govern the terms and conditions of the contracted services provided by the grantee. To the extent that a provision of the agreement is contrary to the Constitution or laws of the State of Missouri or of the United States, such provision(s) shall be void and unenforceable. However, the balance of the agreement shall remain in force between the parties unless terminated by consent of both the grantee and the state.

The exclusive venue for any legal proceeding relating to or arising out of the agreement shall be in the Circuit Court of Cole County, Missouri.

The grantee shall comply with all local, state and federal laws and regulations related to the performance of the agreement. The grantee certifies that the grantee and each of its principals (owners, director and others as defined by 2 CFR Part 180) are not suspended or debarred from contracting with the federal government. In the event the grantee or any of its principals become suspended or debarred during the agreement period, the grantee shall immediately send written notification to the Department.

- a. Suspension or debarment of the grantee, or failure by the grantee to provide written notification of suspension or debarment to the Department, may result in immediate termination of the agreement.

The grantee shall not transfer any interest in the agreement, whether by assignment or otherwise, without the prior written consent of the Department. As authorized under sections 432.230 and 432.255 RSMo, the use of electronic signatures shall be permitted for agreement documents. Additionally, grant documents maintained in electronic format shall be considered the official, legal record and shall have the same force and effect as a paper document.

### Amendment, Termination and Renewal

The grant agreement shall not bind, nor purport to bind, the Department for any commitment in excess of the original grant agreement period. Any change to the grant agreement, whether by modification or supplementation, shall be accomplished by a formal, written grant agreement amendment. Oral agreements or agreements confirmed by e-mail or otherwise to modify the agreement shall not be enforceable.

The Department shall have the right, at its sole option, to renew the agreement by written notice to the grantee. In the event the Department exercises its renewal option, all terms, conditions and provisions of the original agreement and any subsequent amendments shall remain in effect and shall apply during the renewal period.

The grant agreement may be terminated by either party, with or without cause, by giving sixty (60) days advance written notice to the other party. The termination shall be effective sixty (60) days from the date of notice, or the date specified in the notice. The Department reserves the right to withdraw any or all of its clients before the end of the sixty (60) day period, if applicable.

### Breach

The Department may terminate the agreement for breach of agreement by providing the grantee with written notice of termination.

- a. The termination shall become effective on the date specified in the notice.
- b. At its sole discretion, the Department may give the grantee an opportunity to cure the breach.
- c. The Department shall not pay for services rendered or goods provided after the effective date of the termination of the grant agreement.

Any written notice to the grantee shall be deemed sufficient when deposited in the United States mail postage prepaid, transmitted by facsimile, electronic mail, or otherwise delivered to an authorized employee of the grantee or the grantee's address of record.

- a. The grantee shall notify the Department within ten (10) business days of any change to the grantee's address of records or mailing address.

In the event of termination all client records, documentation, data, reports, supplies, equipment and accomplishments prepared, furnished, acquired or developed by the grantee, as a direct requirement specified in the agreement shall become the property of the Department.

- a. Upon termination of the agreement, the grantee shall maintain, store, transfer, dispose and provide for the authorized release of all client records, documentation, data, reports, supplies, equipment and accomplishments developed by the grantee as a requirement of the agreement, as directed by the Department. The grantee shall not destroy or dispose of any such records, documentation, data, reports, supplies, equipment and accomplishments without the prior, written permission of the Department.
- b. Upon termination of the agreement, the Department shall have access to all client records pertaining to the performance of the agreement and, as requested by the Department, the grantee shall make available to the Department all client records and documents prepared or developed as a result of the agreement.

### Transition of Services

Upon expiration, termination, or cancellation of the agreement, the grantee shall assist the Department to ensure an orderly transfer of responsibility, or the continuity of those services required under the terms of the agreement to an individual or organization designated by the Department, if requested in writing. The grantee shall provide or perform or all of the following responsibilities:

- a. The grantee shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the agreement to the Department or to the Department's designee within seven (7) days after receipt of the written request, or other such time as directed by the Department.
- b. The grantee shall continue to provide any part or all of the services in accordance with the terms and conditions, requirements and specifications of the agreement for a period not to exceed thirty (30) calendar days after the expiration, termination or cancellation date of the agreement for a price not to exceed those prices set forth in the agreement, if requested by the Department through a formal amendment to the agreement.
- c. The grantee shall discontinue providing service or accepting new assignments under the terms of the agreement, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the agreement.

In the event Federal funding for the agreement becomes unavailable or interrupted, the grantee shall, upon written notification from the Department, suspend work activities and incur no further costs under the agreement, until such time as the Department notifies the grantee, in writing, that funding has been restored and work activities may resume.

Persons serving as officers, members of the partnership's Board of Directors (governing body) and volunteers shall have all of the immunities and protections provided by the Federal Volunteer Protection Act of 1997 (P. L. 105-19; 42 U.S.C. S145501 et seq.) Section 537.117 RSMo (1994); and Section 537.118 RSMo (1994).

The grantee shall comply with the requirements of RSMo Chapter 610 Governmental Bodies and Records (the "Sunshine Law") relating to meetings of grantee's governing board and



provide access to public records. If a due date referenced in this contract occurs on a non-business day, the Department will extend the due date to the next business day.

The grantee shall notify the Department electronically within fifteen days (15) if the grantee has had any program funded in whole or in part with federal or state funding terminated for cause. The grantee shall ensure federal funds provided under this agreement and required matching funds are not used as matching funds for any other federal grant unless specifically allowed by that grant.

The grantee shall comply with the requirements of RSMo Chapter 610 Governmental Bodies and Records (the "Sunshine Law") relating to meetings of grantee's governing board and provide access to public records. The grantee shall provide all required submissions electronically to [DSS.FSD.CommunityInitiatives@dss.mo.gov](mailto:DSS.FSD.CommunityInitiatives@dss.mo.gov) unless otherwise specified by the Department.

Unless otherwise specified, the grantee shall be responsible for furnishing all material, labor, facilities, equipment and supplies necessary to perform the services required. The grantee shall only perform the specific, professional services set forth in the agreement. The grantee shall provide all services in a manner consistent with generally accepted practices in the applicable professional field. The grantee shall only utilize such testing, techniques and procedures as are necessary to accomplish the specified service(s).

The grantee shall not utilize any data, information or conclusions obtained directly or indirectly from work performed under the agreement for any other purpose, including, but not limited to research, marketing or commercial purposes without the:

- a. Prior, written consent of the Department; and
- b. Full, written, prior, informed consent of the individuals involved, or their legal guardian or legal custodian; and
- c. Permission of the court, when applicable, in cases where the subject is a juvenile under the jurisdiction of a court of competent jurisdiction.

The Department may require the attendance of the grantee's personnel at training activities and may require the cooperation of the grantee's personnel where the Department provides technical assistance.

The grantee shall fully cooperate with all investigations conducted by the Department, or its agents, which relate, directly or indirectly, with the performance of this agreement. The Department endorses a drug free environment and the absence of substance abuse. The grantee shall support and enforce these philosophies in their performance of the agreement.

The grantee shall maintain appropriate documentation that it has appropriate systems and controls in place to ensure that all information software systems used in relationship to the contractual responsibilities with the Department have been acquired, operated and maintained consistently with U.S. copyright law or applicable licensing restrictions. The grantee shall make documentation of such compliance and any such license immediately available upon request by the Department.

## Coordination

The grantee shall provide grant services and activities in accordance with the provisions and requirements stated herein. Services funded by the Department shall consist only of those services and activities described herein.

The grantee shall coordinate all services and activities under the agreement with designated representatives of the Department. Program services must be sensitive to cultural, ethnic, religious and diversity issues, including appropriateness of personnel, materials and approach.

### Conflict of Interest

The grantee certifies that the grantee has no other contractual or other relationships which create any actual or appearance of conflict of interest. During the term of the grant agreement, neither the grantee nor any of its employees shall acquire any other contractual relationships that would create such a conflict.

- a. In the event the grantee becomes aware of any circumstances that may create a conflict of interest the grantee shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict.
- b. The grantee shall promptly, fully disclose and notify the Department of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. The grantee shall submit such notification to the Department in writing within seven (7) business days after the conflict or appearance of a conflict is discovered.
- c. In the event that the Department determines that a conflict or an appearance of a conflict exists, the Department may take any action that the Department determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:
  - 1) Exercising any or all of the Department's rights and remedies under the agreement, up to and including terminating the agreement with or without cause; or
  - 2) Directing the grantee to implement a corrective action plan within a specified time frame to mitigate, remedy or eliminate the circumstances that constitute the conflict of interest or appearance of conflict of interest. The corrective action plan must include a description of:
    - the actions the grantee proposes to take to remedy concerns, timeframes for achieving such remedy, the person(s) responsible for the necessary action (s), and
    - the actions the grantee will take to prevent the situation from recurring; or
  - 3) Taking any other action that the Department determines is necessary and appropriate to ensure the integrity of the grant relationship and the public interest.

In accordance with state and federal laws and regulations, state executive order or regulations, the grantee certifies that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with their performance of the grant services. No person having such interest shall be employed or conveyed an interest, directly or indirectly, in the agreement.

The grantee certifies that:

- a. No State of Missouri employee assisted the grantee in obtaining this agreement or will participate in the performance of this agreement if such involvement constitutes a conflict of interest;
- b. No State of Missouri employee shall be compensated under this agreement for duties performed in the course of his/her state employment; and



- c. Before any State of Missouri employee may be involved in the performance of this agreement written approval shall be obtained from the Director of the Department.

In the event the grantee is a not-for-profit agency, grantee board members must abstain from voting on any funding proposal relating to this agreement, in which they have administrative control or a monetary interest. Board members who have such an interest and participate in discussion prior to a vote must disclose such interest in a meeting of the board prior to such discussion.

No monies provided by the Department under this agreement shall be used to promote or further nepotism. The grantee shall not represent itself, its employees, or its subcontractor's, as employees of the Department or the State of Missouri.

### Business Compliance

The grantee must be in compliance with applicable laws regarding conducting business in the State of Missouri and certifies by signing this agreement that it and any subcontractors are presently, and will remain, in compliance with such laws.

The grantee shall have and maintain current and in good standing, all licenses or certifications which are required by law, rule or regulation for the duration of the agreement.

- a. The grantee shall notify the Department if the grantee's license(s) or certification(s) have or may be terminated, revoked, modified or qualified within seven (7) business days.
- b. The grantee shall notify the Department within seven (7) business days if the grantee becomes aware that the grantee or its agents, officers or employees are under any investigation by law enforcement governmental agency or other entity with authority to investigate, revoke, suspend or take action against any license or certification that the grantee, its agents, employees or officers, may have to conduct business.

If required by state law, the grantee shall be registered and in good standing with the State's Secretary of State and shall submit their State Certificate of Good Standing to the Department upon request.

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.

### Stevens Amendment

In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the grantee shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money without the prior approval of the Department. Any statements, press releases, and other documents issued with Department approval must clearly state the following, as provided by the Department:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and
- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.

## Additional Projects

The Department, at its sole discretion, may provide the grantee additional funding opportunities. The grantee shall work with FACT on additional, specific, community initiative projects. The grantee shall respond to Department requests by submitting a proposal in accordance with a Notice of Funding Opportunity or instructions provided by the Department or by FACT. The grantee may also initiate requests for funding from the Department for additional, specific community initiative projects by submitting a project proposal.

The Department reserves the right to accept, reject or require modifications to any proposal. Acceptance of any proposal shall require an amendment to the agreement. All requirements stated in a Notice of Funding Opportunity or instructions from the Department or FACT shall be applicable to the project.

## Debarment Certification

The grantee certifies by signing the signature page of the Community Partnership Grant Agreement and any amendment signature page(s) that the grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation, or otherwise excluded from or ineligible for participation under federal assistance programs. The grantee must complete and submit Exhibit #2, Certification Regarding Debarment, prior to award of agreement.

## Grantee Registration with Secretary of State

The grantee should complete and submit Exhibit #4, Registration of Business Name (if applicable with the Missouri Secretary of State), prior to award of the Community Partnership Grant Agreement contract.

## Definitions

- b. **Business Day:** a day in which the Department conducts official business.
- c. **Caring Communities:** Missouri's system reform initiative to achieve the Core Results through partnerships between communities and state agencies. Caring Communities is now known as Missouri's Community Partnerships.
- d. **Caring Communities Inc., DBA: The Family and Community Trust (FACT):** the state-level entity created in 1993 by executive order to assist communities and state agencies to achieve the Core Results. It is now a non-profit corporation. ([www.mofact.org](http://www.mofact.org))
- e. **Community Partnership (partnership):** the decision-making entity, broadly representative of a county or multiple counties, that partner with state agencies to plan, develop, finance and monitor strategies to achieve the Core Results.
- f. **Community/Strategic/Budget Plan:** a document developed for FACT by the partnership to address the core results and other needs in the community with input from the partners and updated on a regular basis.
- g. **Core Results:** the conditions of well-being for families and children to be achieved through the initiative known as Caring Communities (Missouri's Community Partnerships).
- h. **Day:** a calendar day.
- i. **Deputy Director's Group (DDG):** team representing the deputy directors from each of the state agency partners who are involved in the initiative. The group functions as the operational arm of the Family and Community Trust Board of Directors and often makes recommendations to the board on budget, policy and organizational structure to facilitate the work of the Community Partnerships. The FACT Executive Director convenes this group.
- j. **Direct Administrative Costs:** costs that can be readily identified with delivery of a particular project, service, or activity to achieve an outcome intended by the funding program.
- k. **FACT Board of Directors (Board of Directors):** the governing board comprised of directors of state agency partners, business and civic leaders. The board was established in 1993.
- l. **Finding:** condition determined to be deficiency in internal controls or noncompliance with a policy, law regulation or contract.
- m. **State Fiscal Year:** period from July 1 through June 30 of the following year.
- n. **Visits:** may be conducted in person, over the telephone, or virtually.