



MISSOURI DEPARTMENT OF  
**HEALTH &  
SENIOR SERVICES**

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# Missouri Graduate Medical Education Grant Program

July 2023

Notice of Grant Opportunity #001

Application Due Date: November 22, 2023

Anticipated Funding for New Resident Slots Beginning:  
July 1, 2024; July 1, 2025; and July 1, 2026.

# Missouri Graduate Medical Education Grant Program

## Table of Contents

1.	Missouri Graduate Medical Education (GME) Grant Program Description .....	3
2.	Communication Regarding this Notice of Grant Opportunity .....	8
3.	Grant Award Parameters.....	8
4.	Eligibility and Selection .....	13
5.	Timeline.....	16
6.	Application Guidance .....	17
7.	Use of Grant Funds.....	23
8.	Distribution of Grant Fund .....	23
9.	Reporting Requirements .....	24
Appendix A. Definition of Rural.....		27
Appendix B. Grant Agreement Language .....		30

# 1. Missouri Graduate Medical Education (GME) Grant Program Description

## 1.1 MO GME GRANT PROGRAM TITLE

Missouri Graduate Medical Education Grant Program

- This program is also referred to as the “MO GME Grant Program” or “Grant Program” throughout this document.

## 1.2 MO GME GRANT PROGRAM ADMINISTRATION

Office of Rural Health and Primary Care (ORHPC) within the Division of Community and Public Health (DCPH) within the Missouri Department of Health and Senior Services (DHSS)

## 1.3 MO GME GRANT PROGRAM FUNDING SOURCE

The MO GME Grant Program is a state-authorized program, funded by Missouri state general revenue found in the DHSS core budget for ORHPC. Current year funding is approximately \$2.3 million allocated to the Medical Residency Grant Program with granting authority by DHSS.

## 1.4 MO GME GRANT PROGRAM STRATEGIC PRIORITIES

By supporting the training of the future Missouri physician workforce in the specialties of general primary care and psychiatry, this program aligns with the following DHSS strategic priorities:

- A. Whole Person Health Access, and
- B. Fostering Healthy Behaviors, and
- C. Infant and Maternal Health.

## 1.5 MO GME GRANT PROGRAM ORIGIN AND FOUNDATIONAL PRINCIPLES

In 2023, the Missouri General Assembly established section 191.592, RSMo and thereby the Medical Residency Grant Program Fund to support additional residency positions at existing graduate medical education (GME) medical residency programs. This state-funded program is referred to in this document as the “Missouri Graduate Medical Education Grant Program” (MO GME Grant Program). The objective of this program is to increase the number of Missouri accredited residency positions and fully trained Missouri physicians in the physician-shortage specialties of family medicine, general internal medicine, general pediatrics, general obstetrics and gynecology (Ob/Gyn), and general psychiatry (collectively, “general primary care and psychiatry”), thereby improving and expanding access to health care in Missouri’s underserved communities.

This MO GME Grant Program is addressing the following needs:

- A. Missouri has a shortage of physicians in primary care and psychiatry, as indicated by persistent Health Professional Shortage Area (HPSA) designation scores in almost all Missouri counties. (HPSA scores for each Missouri applicant can be accessed via the “HRSA Find Shortage Area by Address” search tool: <https://data.hrsa.gov/tools/shortage-area/by-address>.)
- B. Although medical school student slots have increased over the past couple of decades, there has not been a commensurate increase in available slots for medical residencies. Medical residencies are required training after medical

school in order for a physician to be eligible for full licensure and board certification.

- Missouri does not currently have enough residency slots to train the graduates of Missouri medical schools. Missouri requires additional residency slots to strengthen the health care workforce and increase equitable access to health care services, especially for underserved populations.
- In 2021:
  - There were:1,042 medical graduates (source: <https://www.kff.org/other/state-indicator/total-medical-school-graduates/?currentTimeframe=0&selectedDistributions=allopathic-medical-school-graduates--osteopathic-medical-school-graduates-total-medical-school-graduates&sortModel=%7B%22colId%22:%22Location%22,%22sort%22:%22asc%22%7D>)
  - But only 679 first-year residency positions available (source: <https://www.residencyprogramslist.com/in-missouri>)
  - With this deficit of residency positions, one third of Missouri medical school graduates have no other recourse but to leave the state to complete their residency training. From the 2021 data noted above, that is equivalent to Missouri exporting 363 resident physicians per year out of state.

- C. One of the reasons for limited residency slots is limited funding for those slots. Residents are employed by their medical residency program or sponsoring hospital/institution to practice medicine in a training environment with supervision and educational resources. The most common source of funding comes from Medicare GME payments calculated per resident per year, in relation to the number and percentage of Medicare patients cared for by that sponsoring institution. All residency programs in existence, for at least five years, have a federal cap on the number of residents they can support with Medicare GME funding. Most hospitals in the state have already maximized their Medicare reimbursement for GME.
- D. In order for general primary care and psychiatry residency programs to increase the number of resident slots in their programs, they need a new source of funding. The majority of states in the same predicament have recognized the high economic impact of adding residency slots to their own programs and have taken the initiative to self-fund additional residency slots to build their physician workforce. This trend has resulted in Missouri losing our own home-grown medical school graduates who have to seek residency training opportunities in other states.
- E. Physicians are significantly more likely to stay to practice in the state in which they trained. There are a plethora of published studies reviewing state GME programs that reveal the following consistent pattern as documented in North Carolina (NC):
- 40% of NC medical school graduates stay to practice in NC
  - 42% of NC medical residency graduates stay to practice in NC
  - 69% of physicians who completed *both* medical school *and* residency in NC stay to practice in NC

(Source: Spero JC, Fraher EP, Ricketts TC, Rockey PH. GME in the United States: A Review of State Initiatives. Cecil G. Sheps Center for Health Services Research, University of North Carolina at Chapel Hill. September 2013.)

- F. The MO GME Grant Program is designed to support expanded residency slots in physician-shortage specialties in an evidence-based manner to increase the number of fully trained physicians who choose to stay in-state and practice in an underserved area. Refer to the carefully designed selection criteria below to support residency programs most successful at retaining graduates in Missouri where they are needed the most.

**1.6 MO GME GRANT PROGRAM DELIVERABLES**

DHSS shall require medical residency program grantees to report deliverables on an annual basis. Refer to the section below on reporting requirements for those details. DHSS will compile reports to analyze the rates of residency engagement in the program and post-residency in-state practice patterns, as well as the program’s effectiveness and efficiency.

**1.7 ANTICIPATED OUTCOMES**

- A. Increased number of residency positions in the state of Missouri, with at least 3/4 of residency position service locations in HPSA in the general primary care and psychiatry specialties.
- B. Increased number of Missouri medical residency graduates who stay in-state to practice in the field in which they trained, with the majority providing services in an underserved area, measured within 1, 3, and 5 years as data collection allows.

**1.8 NOTICE OF GRANT OPPORTUNITY (NGO)**

The purpose of this NGO is to solicit applications from eligible medical residency programs and/or sponsoring institutions that will enable DHSS to select the most qualified applicants compliant with this NGO, to expand medical residency training programs in the general primary care and psychiatry specialties.

**1.9 DEFINITIONS**

“Agreement Period” or “Grant Agreement Period”	The grant agreement period is exactly 37 months (regardless of the length of residency), reflecting the 3-consecutive-year period of performance, during which first-year residents funded by this program start their residency plus a one month period before residents begin during which funding is received.
“Applicant”	An applicant is an eligible entity applying for this Notice of Grant Opportunity (NGO) that meets the specific eligibility requirements detailed in section 4 below.
“Commitment” or “Commitment Period” or	The duration during which the grantee is expected to fulfill the obligations and deliverables specified in this NGO correlating with the signed grant agreement. This includes the Grant Agreement Period, plus the remaining years for the funded first-year residents to finish their residency, plus two additional months to submit the final report.

“Grant Commitment Period”	<ul style="list-style-type: none"> <li>- For residencies of 3 years duration (family medicine, internal medicine, pediatrics): 5 years and 3 months</li> <li>- For residencies of 4 years duration (Ob/Gyn, psychiatry): 6 years and 3 months</li> </ul>
“Department”	This refers to the Missouri Department of Health and Senior Services.
“Designated Institutional Officer”	This is the representative from the sponsoring institution who collaborates with their internal graduate medical education committee to ensure the sponsoring institutions’ and its programs’ substantial compliance with the applicable ACGME institutional, common, and specialty-specific program requirements.
“Eligible Entity”	An entity that operates a physician medical residency program in this state and that is accredited by the Accreditation Council for Graduate Medical Education.
“General Primary Care and Psychiatry”	Family medicine, general internal medicine, general pediatrics, general obstetrics and gynecology (Ob/Gyn), or general psychiatry.
“Graduate Medical Education”	The required training after graduating from medical school in order for a physician to be eligible for full licensure and board certification. This training includes medical residencies which can last 3 to 4 years, depending on the specialty.
“Grant Agreement”	The written instrument that sets forth the terms and conditions of this Missouri Graduate Medical Education Grant Program, in reference to this NGO and including all written and executed amendments thereto, between MO DHSS and the Grantee.
“Grantee”	An applicant whose application to the MO GME Grant Program was selected for funding by MO DHSS according to the eligibility and selection criteria described herein and has a grant agreement signed by both parties.
“Health Professional Shortage Area (HPSA)”	<p>A HPSA is a geographic area, population group, or health care facility that has been designated by the Health Resources and Services Administration (HRSA) as having a shortage of health professionals.</p> <p>There are three categories of HPSAs:</p> <ol style="list-style-type: none"> <li>1. Primary Care</li> <li>2. Dental Health</li> <li>3. Mental Health</li> </ol> <p>Primary Care and Mental Health are the only relevant HPSAs for the purposes of this NGO.</p>
“Match”	This refers to the National Resident Matching Program. This is the process by which residency programs rank their preferred candidates, residency applicants rank their preferred programs, and a 1-to-1 match is generated.
“Medical Residency Program” or “Residency Program”	Medical Residency Programs are a key component of graduate medical education. For the purpose of this NGO, residency programs refer to those in the general primary care and psychiatry specialties. Medical residents are employees of the medical residency or sponsoring institution (paid a salary and benefits) who work in a training environment with faculty supervision, educational enrichment activities, and clinical exposures.
“Missouri Graduate Medical Education”	This refers to the Medical Residency Grant Program Fund, established by section 191.592, RSMo, to support additional medical residency positions in existing Missouri medical residency programs.



Grant Program” or “Grant Program”	
“Residency Positions” or “Positions” or “Residency Slots” or “Slots”	<p>These terms refer to the number of residents in a specific medical residency program. This number requires approval from the accreditation agency for all residencies, ACGME. Each residency is 3-4 years. These terms are often specified in reference to either the entire multiyear residency program or to a particular post-graduate year (PGY).</p> <p>“Expanded slots” or “Awarded slots” or “Assigned slots” refer to the additional slots added through this grant program as described in this NGO. For example, if a grantee is awarded 2 new slots, that means 2 new slots for the incoming class with funding provided for the entire length of the residency. That same funding would be provided for 3 consecutive years of first-year residents, subject to appropriations and all grant requirements being met..</p>
“Resident”	A physician in an accredited graduate medical education program.
“Rural”	A Missouri county is considered rural if (1) There are less than 150 people per square mile, and (2) It does not contain any part of a central city in a Metropolitan Statistical Area. A list of Missouri Counties and their status can be found at Appendix C.
“Sponsoring Institution”	The organization that assumes the financial and academic responsibility for a residency program of GME; the sponsoring institution has the primary purpose of providing educational programs and/or health care services.

## 1.10 ACRONYMS

ACGME	Accreditation Council for Graduate Medical Education (The single accreditation agency for all medical residencies in the United States.)
AHEC	Area Health Education Center
CMS	Centers for Medicare & Medicaid Services
DCPH	The DHSS Division of Community and Public Health
DHSS	Missouri Department of Health and Senior Services
FQHC	Federally Qualified Health Centers
GME	Graduate Medical Education
HPSA	Health Professional Shortage Area (Data available at <a href="https://data.hrsa.gov/tools/shortage-area/hpsa-find">https://data.hrsa.gov/tools/shortage-area/hpsa-find</a> )
NGO	Notice of Grant Opportunity
NPI	National Provider Identification number
NRMP	National Resident Matching Program or “Match”
ORHPC	The DHSS DCPH Office of Rural Health and Primary Care
PGY	Post-Graduate Year. (This refers to the annual level of training during a multi-year residency program. PGY-1 refers to the first-year class of residents, PGY-2 refers to the second-year class of residents, etc.)
SFY	State Fiscal Year which runs from July 1 to June 30.
SOAP	Supplemental Offer and Acceptance Program (This is the process by which the residency applicants and residency programs without a match scramble to find mutually agreeable placements. This was once referred to as, “The Scramble.”)

## 2 Communication Regarding this Notice of Grant Opportunity

### 2.1 POINT OF CONTACT

Address any questions or concerns and submit the grant application to the following email.

Primary Contact: Workforce Development Manager  
Email: [GME@health.mo.gov](mailto:GME@health.mo.gov)  
Phone: 573-751-6441

Alternate Contact: Aleesha Jones  
Email: [Aleesha.Jones@health.mo.gov](mailto:Aleesha.Jones@health.mo.gov)

Office of Rural Health and Primary Care (ORHPC)  
Division of Community and Public Health (DCPH)  
Missouri Department of Health and Senior Services (DHSS)  
P.O. Box 570, Jefferson City, MO 65102-0570

### 2.2 COMMUNICATION

- A. All inquiries during the application process and after selections are made shall be directed to the primary point of contact noted above.
- B. The applicant is required to maintain and provide to DHSS, upon application, a current and valid email address for electronic communications with DHSS.
- C. Official email communication from DHSS regarding this application will be issued from [GME@health.mo.gov](mailto:GME@health.mo.gov). Applicants are required to assure these communications are received and responded to accordingly.
- D. Any information DHSS deems to be important and of general interest or which modifies requirements of this NGO shall be sent electronically in the form of an addendum to NGO addressed to the Designated Institutional Official of all eligible entities. Depending upon the materiality of the addenda information, a new signature of acknowledgement and change in terms may be required.

## 3 Grant Award Parameters

### 3.1 AVAILABLE FUNDING

The Missouri MO GME Grant Program is subject to appropriations from General Revenue to DHSS to provide grant awards to support increased residency slots. The maximum number of residency-position awards is contingent upon the amount of appropriation available. This NGO is posted subject to appropriations for State Fiscal Years (SFYs) 2024, 2025, and 2026. SFY runs from July 1 to June 30. The first payment would be disbursed by June 30, 2024, to prefund the expanded incoming first-year resident positions starting July 1, 2024 for the entire duration of their residency.



### 3.2 GRANT AWARD AMOUNTS

- A. Each grant application will go through a selection process (see below for mandatory criteria, selection criteria, and timeline). DHSS will inform each applicant selected for an award of the number of residency slots awarded.
- B. **This grant cannot supplant existing funds for existing residency positions.** These grant funds are only for newly added accredited residency positions to support new residents through the completion of their multiyear residencies.
- C. This grant award is for a maximum of **\$75,000 per resident per training year** for the MO GME Grant Program approved slots, with exceptions noted in E below.
- D. Funding would be awarded for the number of approved residency slots for **3 years of consecutive incoming first-year residents to finish the entirety of their residency training.** See 3.3 below for further details.
- E. If the MO GME Grant Program funds are not completely allocated at the original level, a budget increase may be initiated by DHSS.
- F. Each applicant can request more than one position.
- G. A sponsoring institution may request awards for multiple qualified residency positions in one or more eligible specialties, but each residency program corresponding to each of those different specialties shall submit their own application.

### 3.3 TIMING OF GRANT AGREEMENT PERIOD, GRANT COMMITMENT PERIOD, AND PAYMENT

- A. The **Grant Agreement Period** is 3 years and 1 month for all grantees, regardless of the length of residency training, meaning 3 consecutive years of incoming first-year residents would be funded in an amount corresponding to the entire duration of their multiyear training, subject to appropriations.
  - Grant Agreement Period: **June 1, 2024 – June 30, 2027**
  - See diagram for a sample grantee below in section D.
- B. The duration of the **Grant Commitment Period** includes the sum of:
  - The Grant Agreement Period (3 years and 1 month), plus
  - The remaining years needed for the residents who matriculated under this funding to finish their residency, plus
  - An additional 2 months at the end for final reporting.

For residencies of 3 years duration (Family Medicine, Internal Medicine, Pediatrics):

- Grant Commitment Period: **June 1, 2024 – August 31, 2029**
  - 3 year residencies: need 2 additional years for the funded residents to finish:
    - 2024-2025 - **PGY1**
    - 2025-2026 - **PGY1**, PGY2
    - 2026-2027 - **PGY1**, PGY2, PGY3
    - 2027-2028 - PGY2, PGY3
    - 2028-2029 - PGY3

For residences of 4 years duration (Psychiatry, Ob/Gyn):



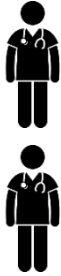

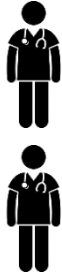







- Grant Commitment Period: **June 1, 2024 – August 31, 2030**
  - 4 year residencies: need 3 additional years for the funded residents to finish:
    - 2024-2025 - **PGY1**

- 2025-2026 - **PGY1**, PGY2
- 2026-2027 - **PGY1**, PGY2, PGY3
- 2027-2028 - PGY2, PGY3, PGY4
- 2028-2029 - PGY3, PGY4
- 2029-2030 - PGY4

C. Timing of Payment:

- DHSS shall provide funding to grantees annually in June, prior to the start of the incoming first-year class, in an amount corresponding to the entire duration of the multiyear training for the expanded slots filled by those first-year residents.
- This payment will occur for 3 consecutive years, to cover 3 consecutive incoming classes of first year residents into the approved number of expanded residency slots. The award amount will be dispersed upfront, upon selection of the awardees and execution of the contracts, for the total amount for all 3 or 4 years, up to the maximum allowable amount per resident for all 3 or 4 years. Payment is subject to
  - i. Appropriations, and
  - ii. Grant agreement expectations and deliverables met satisfactorily, at the sole judgment of DHSS.

- D. Diagram.  
 Example: If grantee requests and is awarded 2 new slots to expand their incoming first-year resident class:

Funding Received by Year (subject to appropriations)			
<b>Example: If grantee is awarded funding to expand their residency program by <u>two</u> additional slots. (Note that applicants may apply for 1 or more residency slots.)</b>			
	Grant Year: 1 of 3	Grant Year: 2 of 3	Grant Year: 3 of 3
	Payment - June 2024	Payment - June 2025	Payment – June 2026
For <b>3-year residency programs</b> (family medicine, internal medicine, pediatrics)	Prefunding for 2 <i>first-year residents</i> in the amount necessary for them to <b>complete all 3 years</b> of their residency   → PGY1, PGY2, PGY3   → PGY1, PGY2, PGY3	Prefunding for 2 first-year residents in the amount necessary for them to <b>complete all 3 years</b> of their residency   → PGY1, PGY2, PGY3   → PGY1, PGY2, PGY3	Prefunding for 2 first-year residents in the amount necessary for them to <b>complete all 3 years</b> of their residency   → PGY1, PGY2, PGY3   → PGY1, PGY2, PGY3
For <b>4-year residency programs</b> (Ob/Gyn, psychiatry)	Prefunding for 2 first-year residents in the amount necessary for them to <b>complete all 4 years</b> of their residency   → PGY1, PGY2, PGY3, PGY4   → PGY1, PGY2, PGY3, PGY4	Prefunding for 2 first-year residents in the amount necessary for them to <b>complete all 4 years</b> of their residency   → PGY1, PGY2, PGY3, PGY4   → PGY1, PGY2, PGY3, PGY4	Prefunding for 2 first-year residents in the amount necessary for them to <b>complete all 4 years</b> of their residency   → PGY1, PGY2, PGY3, PGY4   → PGY1, PGY2, PGY3, PGY4

### **3.4 ALLOWED/UNALLOWABLE COSTS**

- A. Allowable Costs, in order of priority, include:
  - i. Direct graduate medical education costs, including
    - a) Resident salary
    - b) Resident fringe benefits
    - c) Resident malpractice insurance, licenses, and other required fees
    - d) Salaries and benefits for faculty and program staff directly attributable to resident education
  - ii. Indirect costs of graduate medical education necessary to meet the standards of the ACGME
- B. Unallowable Costs.
  - Costs not specifically mentioned in the original budget submission shall be submitted to DHSS for prior approval before being expended.
  - Grantees shall not use GME Program Grant funds for:
    - i. Capital improvements
    - ii. Consultant fees
    - iii. Sub-contracts
    - iv. Planning activities
    - v. Supplanting or replacing existing funds from other sources, including local, state or federal resources, for the same purpose
    - vi. Alcohol

### **3.5 SUSTAINABILITY OF THE EXPANDED RESIDENCY SLOTS**

- A. Future sustainability of the expanded residency slots is the responsibility of the medical residency program and/or sponsoring institution. Long-term sustainability may be achieved through viable and stable funding mechanisms, such as Medicare, Medicaid, and other public or private funding sources.
- B. Subject to appropriations and timely receipt of all grant agreement deliverables, current grantees will be able to:
  - Submit a new application for the grant opportunity after those first three years (i.e. those first three years of incoming first-year residents), in order to request maintained funding for the expanded residency slots previously funded by the Missouri MO GME Grant Program, and
  - Submit a new application any year to request additional residency slots beyond the initial number of expanded residency slots.

### **3.6 COST SHARING**

Applicants must agree to provide additional funds or in-kind resources as needed beyond the annual \$75,000 MO GME Grant Program to supplement the newly created residency positions according to the requirements of ACGME accreditation. Medicaid graduate medical education payments may be listed as a source of additional funds. Applicants are encouraged to inquire with their hospital's finance department regarding the current Medicaid per-resident amount they receive.

## 4 Eligibility and Selection

### 4.1 ELIGIBLE APPLICANTS

An eligible applicant (“Applicant”) for this Notice of Grant Opportunity is an ACGME accredited, Missouri-based

- A. GME program which intends to increase and fill ACGME-approved medical residency positions during the grant commitment period; or
- B. Sponsoring institution (hospital, medical school, or consortium) that sponsors and maintains primary organizational and financial responsibility for a Missouri GME program which intends to increase and fill ACGME-approved medical residency positions during the grant commitment period.

### 4.2 AWARD SELECTION CRITERIA - MANDATORY

The following criteria for award selection will be applied:

All of the following <b>MANDATORY REQUIREMENTS</b> need to be met:	
A	Applicants shall be an established ACGME-accredited residency program, located in the state of Missouri, requesting funding to increase the number of residents in their program.
B	Only the following residency program specialties* will be considered: <ul style="list-style-type: none"> <li>- 3-year residencies:               <ul style="list-style-type: none"> <li>- Family Medicine</li> <li>- General Pediatrics (with primary care track or focus)</li> <li>- General Internal Medicine (with primary care track or focus)</li> </ul> </li> <li>- 4-year residencies:               <ul style="list-style-type: none"> <li>- General Ob/Gyn</li> <li>- General Psychiatry</li> </ul> </li> </ul>
C	Number of residency slots <ul style="list-style-type: none"> <li>- Residency programs need to demonstrate that they are currently utilizing 100% of their maximal allocated federal Medicare GME funding for current residency slots.</li> <li>- Residency programs need to demonstrate that they have ACGME-accreditation for the additional residency slots they are requesting or have a pending request before the ACGME for a complement increase that was submitted on or prior to October 22, 2023. Complement increase approvals must be submitted to the Department by December 18, 2023, for the program to be eligible for the MO GME Grant Program.</li> </ul>
D	Residency programs must demonstrate the ability to cover the remaining required costs to fund the additional residency slots required to supplement the grant award amount.
E	Application for this grant opportunity includes the satisfactory completion and submission of all requested components
F	100% of the registered slots for the residency program were filled during the most recent Match cycle through both (1) the National Resident Matching Program and (2) any additional placement of residents via the Supplemental Offer and Acceptance Program (SOAP).
G	The residency program is required to be in existence for at least 5 years. (If less than 5 years, then that program should consider seeking increased federal Medicare GME funding which does not cap until the program is 5 years in existence.)

\* Although the Missouri statutory language for the Medical Residency Grant Program Fund also included residencies for the combined specialty of internal medicine-pediatrics, referenced as Med-Peds, the Missouri budget for fiscal year 2024 did not include this specialty, thus

precluding this grant program from funding additional Med-Peds residency slots at this time.

#### 4.3 AWARD SELECTION CRITERIA – PRIORITIZATION

The following criteria for award selection will be applied only if there are applications for more slots than funding available.

Ranking of applicants: SELECTION PRIORITY will be given according to a point-based score, adding up to 100 maximum points, as follows:		
	Residency Program Attributes: (Note: these are used to rank program applicants; these are not prerequisites. If applicant does not meet the criteria for a category below it will result in zero points for that category.)	Points (max 100)
1	Average percentage of training time over the full course of residency that includes clinical work in rural counties. (Refer to the definition of rural in Section 1 above and Appendix C below.) <ul style="list-style-type: none"> <li>- At least 50% (for family medicine, internal medicine, pediatrics) or at least 30% (for Ob/Gyn and psychiatry)</li> <li>- Between 25-49% (for family medicine, internal medicine, pediatrics) or between 15-29% (for Ob/Gyn and psychiatry)</li> </ul>	<b>15</b> , or <b>5</b>
2	The HPSA score corresponding to the location where the majority of residency training takes place: <ul style="list-style-type: none"> <li>- 15 and above</li> <li>- Between 7-14</li> <li>- Between 1 and 6</li> </ul> (For family medicine, internal medicine, pediatrics, and Ob/Gyn – use primary care HPSA scores. For psychiatry residency applications – use the mental health HPSA scores.)	<b>25</b> , or <b>15</b> , or <b>10</b>
3	Includes outpatient clinic training in a rural health clinic, federally qualified health center, AHEC, or outpatient family practice clinic in a rural county. <ul style="list-style-type: none"> <li>- For a weekly continuity clinic throughout the entire duration of residency training program</li> <li>- For a weekly continuity clinic for at least one year, or at least 12 weeks of full-time outpatient clinic in one of these settings</li> </ul>	<b>15</b> , or <b>10</b>
4	Current medical residents with ties to Missouri <ul style="list-style-type: none"> <li>- At least 50% graduated from high school in Missouri</li> <li>- At least 50% went to college or other graduate school in Missouri</li> <li>- At least 50% went to medical school in Missouri</li> </ul>	<b>5</b> , and <b>5</b> , and <b>5</b>
5	Data from the previous 5 years* of graduates of the residency program indicate that as of the current calendar year: <ul style="list-style-type: none"> <li>- State: <ul style="list-style-type: none"> <li>o At least 75% practice medicine within the state of Missouri, or</li> <li>o At least 67% practice medicine within the state of Missouri</li> </ul> </li> <li>- Setting: <ul style="list-style-type: none"> <li>o At least 70% practice medicine in a rural setting</li> <li>o 50-74% practice medicine in a rural setting</li> <li>o 30-49% practice medicine in a rural setting</li> </ul> </li> </ul>	<b>15</b> , or <b>10</b>  <b>15</b> , or <b>10</b> , or <b>5</b>



- A. Tiebreakers:  
If there are any scores tied for available slots, priority will be given in this order:
- i. If there are two or more Ob/Gyn programs tied, priority will be given to the program(s) whose faculty also train family medicine residents in obstetrics.
  - ii. If there are two or more family medicine programs tied, priority will be given to the program(s) with the highest number of vaginal birth deliveries per resident before graduation.
  - iii. If any other programs are tied, priority will be given to the program(s) whose location of the majority of their resident training during residency is rural (see Appendix C).
  - iv. If programs are still tied, then priority will be given to the program(s) whose location of the majority of their resident training during the entire duration of residency has the highest HPSA score.
  - v. After this algorithm, if there is still a tie between programs, a lottery will be used to determine preference.
- B. Slot assignments:
- As noted above, each awarded slot provides grant funding to cover of the duration of the residency for one resident, for 3 consecutive years of incoming first-year residents (subject to annual appropriations and the program meeting grant requirements). For example, one slot assigned to a 4-year residency program expands that program by funding one additional first-year resident, in the amount to cover all four years of their residency in advance, with the same funding renewed annually for two additional years (subject to annual appropriations and the program meeting grant requirements.)
  - The process of assigning awarded slots is as follows:
    - i. Once the residency program applicants are ranked by the selection criteria above, as shown in Section 4.3 - A and B, the expanded residency slots will be assigned in awards up to 3 slots for each applicant, as funding allows.
    - ii. The highest ranked applicant is eligible for the first 3 slots.
    - iii. If the applicant requested only 1 or 2 slots, then the applicant will be awarded the number of slots requested.
    - iv. If the applicant requested 4 or more slots, then the applicant will be awarded only 3 slots, unless there are remaining slots available after all eligible applicants have been reviewed (see vi. below).
    - v. The process continues with the next applicant with the next highest score, receiving the next 3 slots (or fewer if applicant requested fewer), until all slots are assigned.
    - vi. In the event that there are remaining slots to fund, the applicants who requested more than 3 slots will be considered for those remaining slots. The scores rendered from Section 4.3- A and B will be utilized to rank the remaining applicants, and each applicant will receive all of their remaining slots requested, in order of highest ranking score, until available funding is depleted.

#### 4.4 SELECTION PROCESS

##### A. APPLICATION SCREENING

DHSS will screen the applications to determine if they were submitted before or by the deadline specified in the timeline and if they adhere to the other grant program mandatory requirements. If there are more applicants meeting these requirements than funding available, then the selection prioritization criteria detailed above will be utilized.

##### B. SELECTION OF APPLICANTS FOR AWARDS

1. The DHSS shall evaluate applications which must demonstrate that the applicant will use grant funding to increase the number of accredited residency positions.
2. Priority will be applied to GME programs as described above.
3. The DHSS shall select applicants to be funded according to the criteria listed above.
4. Applicants must indicate how they intend to provide matching funds or in-kind resources to supplement funding as needed to fully support the additional residency slots in line with ACGME accreditation standards.

## 5 Timeline

SFY24 GME Grant Fund - Program Timeline:	Date:
<b>Date of Notice of Grant Opportunity</b>	July 2023
<b>Application Due Date</b>	Wednesday, November 22, 2023
Final Date for Applicants to Submit ACGME Complement Approval Letters (if not yet already submitted with the application)	Monday, December 18, 2023
<b>Anticipated date when DHSS sends out (1) Responses to all applicants, and (2) Agreement for Signature to the Accepted GME Programs</b>	Thursday, January 4, 2024
<b>Signed Agreement Deadline for Medical Residency Programs Accepted for the GME Grant Fund Program</b>	Thursday, January 18, 2024
If circumstances require that alternate slot selections be made: <ul style="list-style-type: none"> <li>- Anticipated date when DHSS sends out (1) Responses to alternates, and (2) Agreement for Signature to the alternate GME Programs</li> <li>- Signed Agreement Deadline for Alternate Medical Residency Programs Accepted for the GME Grant Fund Program</li> </ul>	Friday, January 19, 2024  Monday, January 29, 2024
<i>The following dates in grey are specific to GME programs and the National Resident Matching Program (NRMP, aka the "Match"), and not related to DHSS requirements. (Refer to the NRMP website to confirm their 2024, 2025, and 2026 match calendar for the exact date.) View link: <a href="https://nrmp.org/match-calendars/programs-institutions/">nrmp.org/match-calendars/programs-institutions/</a>:</i>	

Deadline for Residency Programs to Update their Final Quota of Resident Slots with NRMP (aka, the “Match”)	January 31, 2024
Deadline for Residency Programs to Rank Applicants in the Match	February 28, 2024
Match Day	March 15, 2024
<b>Deadline for Accepted Residency Programs to Submit Proof that Expanded Residency Slots were Filled in the Match</b>	April 1, 2024
<b>Invoice Submission Deadline to Allow for transfer of Funds to Accepted Residency Programs</b>	May 15, 2024
<b>MO GME Grant Program Agreement Period:</b>	June 1, 2024 – June 30, 2027
<b>MO GME Grant Program Commitment Period:</b>	
- For 3-year Residencies (Family Medicine, Internal Medicine, Pediatrics):	June 1, 2024 – August 31, 2029
- For 4-year Residencies (Psychiatry, Ob/Gyn):	June 1, 2024 – August 31, 2030
<b>New First-Year Residents Funded by this MO GME Grant Program Start Date</b>	July 1, 2024 (exact date may vary by residency program by +/- 1-2 weeks)

## 6 Application Guidance

### 6.1 APPLICANT

In this NGO, the applicant refers to the eligible residency program or the institution sponsoring a specific residency program. If one institution is applying for expanded slots in multiple residency programs, then that institution will need to submit a separate application for each residency program.

### 6.2 SUBMISSION DEADLINE

Each applicant shall (A) submit a completed application including any required attachments electronically online no later than 5:00 PM CST Wednesday, November 22, 2023, and (B) maintain timestamped proof of this submission.

### 6.3 SUBMISSION INSTRUCTIONS

Applicants shall only submit their application electronically via the online platform as provided and designated by DHSS.

- GME Webpage: <https://health.mo.gov/GME/>
- Apply here: [https://missouriwic.iad1.qualtrics.com/jfe/form/SV\\_54qtbTEpExtewx8](https://missouriwic.iad1.qualtrics.com/jfe/form/SV_54qtbTEpExtewx8).
- Complete the application in its entirety.
- Contact the DHSS at [GME@health.mo.gov](mailto:GME@health.mo.gov) or by calling 573-751-6441 for assistance.
- The applicant is solely responsible for ensuring that the applicant's entire online application is completed by the deadline. Applicant shall retain proof of timely submission.
- The applicant may contact the program to verify receipt of their application.

- Confirmation of receiving the application is not an indication of a complete application or eligibility.
- The HPSA score can be found on Find Shortage Areas by Address: <https://data.hrsa.gov/tools/shortage-area/by-address>.
  - Enter the main site's address where the resident will spend most of their residency providing services.
  - When selecting submit, the HPSA type, name, ID, designation type, status, score, and applicable dates will populate.

## 6.4 APPLICATION FORMAT AND COMPONENTS

The online grant application consists of a formal response to the detailed requirements listed in this section of the NGO in the following order. Every application shall include the following three components, and the applicant shall provide documentation providing evidence for the requested items as outlined below.

### I. CERTIFICATION OF THE APPLICATION INFORMATION

- The application must be certified and submitted by an individual who is legally authorized to submit the application on behalf of the applicant.
- Each medical residency program application requires its own certification, even if a sponsoring institution has multiple medical residency programs applying for this grant.

### II. GENERAL APPLICANT INFORMATION

- A. Name of sponsoring institution
- B. Sponsoring Institution contact information, including the name, email, and phone number of the contact person responding to DHSS correspondence
- C. Medical residency program for which funding is being requested
- D. List additional medical residency programs by the same sponsoring institution for which funding is separately being requested.
- E. Letter of approval from current Chief Executive Officer or Designated Institutional Official

### III. MEDICAL RESIDENCY PROGRAM INFORMATION

- The following must be completed for each separate medical residency program for which funding is being requested and include all evidentiary documentation.
  - A. Medical Residency General Information
    1. Name of eligible residency program
    2. Program specialty and length
    3. Location:
      - a. Program main location address
      - b. Program main mailing address
      - c. County: List the county of main program training location, and identify any additional teaching sites located in other counties for routine resident clinical training, if applicable. Identify the percentage of training time occurs at each site.
    4. Current accreditation dates according to the Accreditation Council for Graduate Medical Education (ACGME).
    5. Start date for first-year residents starting in 2024, 2025, and 2026.
    6. Medical residency program director contact information

7. Questions only for Ob/Gyn applicants:
  - a. Do your residency program faculty also take time to train family medicine residents in OB? (Yes/No).
  - b. If yes, to what extent? Please describe the volume of this training.
8. Questions only for family medicine applicants:
  - a. Does your program require and ensure 40 vaginal deliveries for all residents to graduate? (Yes/No).
  - b. If no, or if you wish to comment further, please provide data on your vaginal delivery rates for your residents prior to graduation.

**B. Medical Residency Position Data**

1. Number of requested new first-year positions via this MO GME Grant Program? (List the number 1 or above).
2. Number of positions. Fill in a chart as follows:

		PGY 1	PGY 2	PGY 3	PGY4 (if applicable)	Comment
1	Number of first-year residency slots posted in the Match for the past 3-4 years (pertaining to each of these current classes of residents)*					
2	Number of current filled positions as of July 1 in the previous academic year					
3	Maximal number of positions currently eligible for Medicare GME*					
4	Number of positions currently funded by Medicare GME*					
5	Number of positions approved by the ACGME prior to 3/2023*					
6	Number of positions currently approved by the ACGME, if different than above*					

- PGY = Post-graduate year
- If ACGME accreditation for number of slots is not disaggregated by PGY level, then enter the total number of approved positions for the entire program.
- \*Provide verification for every single one of these items from NRMP, Medicare/CMS, and ACGME respectively, as described below in E.

**C. RESIDENCY PROGRAM ATTRIBUTES**

1. Clinical training
  - a. Indicate the average percentage of clinical training time for the entire residency program in the following locations. (List the name, location, timing, and nature of the training exposures at these sites. Distinguish what is a block-rotation and/or what serves as a continuity clinic that meets

approximately weekly and for how many months or years in duration):

- Rural county (refer to definition in Section 1 and list of rural counties in Appendix C)
  - Rural Health Clinic
  - Federally Qualified Health Center (FQHC)
  - Outpatient community-based clinic in a rural setting
  - Area Health Education Center (AHEC)
- b. Provide documentation of the highest Health Professional Shortage Area (HPSA) score associated with any of the routine training sites for your residency.
- For primary care residencies, use the primary care HPSA score
  - For psychiatry residents, use the mental health HPSA score

**D. CURRENT RESIDENT DATA**

		PGY1	PGY2	PGY3	PGY4 (if applicable)
1	Number and percentage of current residents who graduated from high school in Missouri				
2	Number and percentage of current residents who went to college (or other non-medical-school graduate school) in Missouri				
3	Number and percentage of current residents who attended medical school in Missouri				

**RESIDENCY GRADUATE OUTCOMES – over the past 5 years:**

Fill in a chart as follows:

	Residents who graduated during these years:	2023	2022	2021	2020	2019
1	Total number of residents who graduated					
2	Number of graduates who currently practice in the same field as their residency training					
3	Number of graduates who currently practice in Missouri					
4	Number of graduates who are currently practicing in a rural setting					
5	Number of graduates who are currently practicing in an underserved urban setting					

**E. BUDGET**

1. Budget and Budget Narrative
2. Each applicant will be considered for a maximum of \$75,000 per resident per year. If MO GME Grant Program funds are not completely allocated at the original level, a budget increase may be initiated by DHSS.



3. Each applicant shall include a detailed budget and budget narrative documenting utilization of grant funds for each year of the commitment period.
4. The budget shall demonstrate how the funds will be utilized, including amounts spent for each allowable grant fund expenditure over the grant commitment period.
5. Reports will be required each year detailing expenditures for which grant funds were used. Refunds for unallowable or unspent funds will be required.

- a. Budget

- The applicant shall develop a line-item budget for allowable costs for each year of the commitment period.
- The budget must indicate how applicants intend to provide out-of-pocket funds or in-kind resources to supplement the funding as needed to support the added residency slots in a manner consistent with ACGME standards.

- b. Budget Narrative

The budget narrative shall include:

- Justification and calculations for each line item by year.
- Fringe benefits and malpractice insurance should be calculated separately as a percentage of salary.
- Brief descriptions and justifications for training expenses for faculty development shall be briefly described and justified.
- If providing stipends or honoraria for faculty, please explain individual activities covered, e.g., participation in ACGME Committee meetings, assistance in resident recruitment, etc. and how the amount was calculated.
- For faculty travel, please include the purpose.
- Information about other funding sources supporting the resident, including amounts per year and covered costs.
  - i. For example, include an estimate for housing provided in-kind by the rural hospital/clinic or the community.
- Brief discussion about how the new residency positions will be sustained after the grant ends.
- Address potential strategies to engage local and regional health systems, community-based organizations, employers, and other GME stakeholders in developing new physicians and approaches for encouraging new physicians to practice in underserved areas.

6. FINANCIAL VIABILITY

- a. Provide a financial statement for the previous fiscal year (i.e., executive summary of expenses and revenues) for the existing medical residency program for which funding is being requested.

- i. The statement should include a summary overview of amounts and sources of income and amounts and categories of expense related to operation of the program.

F. DOCUMENTATION OF ELIGIBLE RESIDENCY PROGRAM

1. Applications must include the following documentation for each program, in order to verify eligibility and to indicate that the residency program is not using grant funding to supplant any existing funding.

a. ACGME:

- ACGME program identification number.
- ACGME sponsoring institution identification number.
- Documentation of current program ACGME accreditation.
  - a. Provide each program's and Institution's most recent accreditation letter from the ACGME, listing current accreditation status, any citations or areas of concern, or quality improvement.
- Provide evidence from ACGME of accreditation for the exact number of residency positions in the residency program; itemize this by PGY or if not available then by the total program.
- If applicable, provide evidence of applicant's request to and approval from ACGME for an increase in the number of residency positions, also itemized by PGY or if not available then by the total program. If the complement request has not yet been approved provide evidence of the applicant's submission for a complement on or prior to October 22, 2023. Complement increase approval letters must be submitted to the Department by December 18, 2023, for the program to be eligible for the MO GME Grant Program. Programs submitting ACGME complement increase letters after the application deadline should email them to GME@health.mo.gov.
- If the request and approval are for a temporary increase, provide a plan, including a timetable, for obtaining accreditor approval for a permanent increase in number of program positions.

b. Match Results from the past 3 years – NRMP and SOAP

Provide verification for each of the numbers requested below:

Results:	Match Day 3/2021	Match Day 3/2022	Match Day 3/2023
Number of first-year slots submitted for NRMP:			
Number of slots matched via NRMP:			
Number of unmatched slots filled via SOAP:			
Number of slots filled outside of NRMP/SOAP:			
Number of unfilled slots after NRMP and SOAP:			

- c. Medicare GME funding
  - Documented verification from Medicare/CMS of the maximal number of positions eligible for Medicare GME and the costs.
  - Please submit the most recent year of complete cost report data, including the following Medicare Cost Report Worksheets:
    - a. Worksheet S-2 - Part I: Hospital and Hospital Health Care Complex Identification Data
    - b. Worksheet S-2 - Part II: Hospital and Hospital Health Care Complex Reimbursement Questionnaire
    - c. Worksheet A: Reclassification and Adjustment of Trial Balance of Expenses
    - d. Worksheet B - Part I: Cost Allocation - General Service Costs
    - e. Worksheet E - Part A: Calculation of Reimbursement Settlement - Inpatient PPS
    - f. Worksheet E-4: Direct Graduate Medical Education (GME) & ESRD Outpatient Direct Medical Education Costs
    - g. Worksheet L: Calculation of Capital Payment

## 7 Use of Grant Funds

### 7.1 ALLOWABLE COSTS

Funds awarded under the GME Grant must be expended according to the guidelines in Section 3.4.

### 7.2 BUDGET CHANGES

Grantees shall make a written request for approval from DHSS via the MO GME Grant Program point of contact if they wish to exceed expenditures within approved budget category amounts while keeping total grant expenditures within the total grant award.

## 8 Distribution of Grant Fund

### 8.1 VERIFICATION OF FILLED POSITIONS

To qualify for distribution of awarded funds, the awarded applicant must submit verification to DHSS annually that they have filled the new residency positions by the date(s) in the provided timeline.

If an applicant selected for an award fails to verify to DHSS that they filled the awarded residency positions, then the applicant shall forfeit the award for any unverified positions.

### 8.2 FUNDS DISTRIBUTION

#### A. Payments:

- Grantees shall understand and agree the state reserves the right to make payments to the awardee through electronic funds transfer (EFT). Therefore, prior to any payments becoming due, the awardee must complete their vendor registration with their ACH-EFT payment information at <https://MissouriBUYS.mo.gov>.

- B. Disbursement:
  - DHSS will disburse the total award upon verification that the grantee filled the awarded residency positions for the upcoming academic year.
- C. Retraction or Reduction of Payments:
  - The DHSS is not bound by any award estimates in the Notice of Grant Opportunity. After making a finding that a grantee has failed to perform or failed to conform to grant conditions, DHSS may retract the grant amount for the awarded applicant. This retraction shall be prorated in relation to the earliest date for which there is evidence that the grantee failed to perform or conform to grant conditions; if that date is the start of grant commitment period, then the entire grant award shall be retracted. If funds have been disbursed, grantee shall issue reimbursement to DHSS for unused funds.
- D. Unexpended Balance:
  - Grantees shall return any unexpended balance of the award at the end of the grant commitment period to DHSS.
- E. Return Prorated Funds:
  - If the grantee is awarded funding for a residency position, but a resident in that same PGY class resigns, is terminated or otherwise fails to remain qualified prior to completion of the program, the grantee is required to return the prorated amount of funds for the remaining duration of the residency program. The prorated amount will be calculated by the percentage of time the resident(s) was in place (counted by months, rounding up if applicable), out of the entire duration of the multi-year residency program.

## 9 Reporting Requirements

### 9.1 DELIVERABLES

Grantee shall electronically submit for each funded program the reports as outlined below. The specifications and timing of the deliverable requirements below may be updated by DHSS at any time by direct communication with grantees via their designated contact person and email.

### 9.2 ANNUAL PROGRAM REPORT

On the last Friday of January of each year during the grant commitment period, grantees shall submit an Annual Program Report electronically to DHSS in a format specified by the DHSS.

- A. The report will include, but may not be limited to:
  - a. Current residents:
    - i. Overall count:
      1. Number of total residents in the program, by post-graduate year (PGY).
      2. Number of resident slots funded by the MO GME Grant Program, by PGY.
      3. Were there any residents in the class(es) funded by the MO GME Grant Program who left the program as of the date of this report? If yes, enumerate and explain.

ii. Registry of all current residents of all years in training, organize by trainee year (PGY):

Resident Name				(Add additional columns to accommodate all residents.)
Trainee Year (PGY)				
National Provider				
Physician License Number				
Resident Age				
Resident Gender				
Resident Race				
Resident Trainee				
Attended High School in MO (Yes/No)				
Attended College or Any Other Non-Medical School Graduate Training in MO (Yes/No)				
Graduated from MO Medical School (Yes/No)				
Passed Step 3 Exam (Yes/No)				

iii. Curriculum/training over the entire course of residency

Training Site Name				(Add additional columns to accommodate all information.)
Training Site Street Address				
Training Site City				
Training Site State				
Training Site Zip Code				
Training Site Percent Training Time				
Rural County (Appendix C) (Yes/No)				
Training Site Type: (Federally Qualified Health Center, Rural Health Center, AHEC, Outpatient community-based clinic in a rural setting, Hospital)				
HPSA Score (If psychiatry residency program, record Mental Health HPSA Score. Other residency programs, record Primary Care HPSA Score)				

iv. Residency graduate outcomes

	Residents who graduated during these years:	2024	2023	2022	2021	2020
1	Total number of residents who graduated					
2	Number of graduates who currently practice in the same field as their residency training					
3	Number of graduates who currently practice in Missouri					
4	Number of graduates who are currently practicing in a rural setting					
5	Number of graduates who are currently practicing in an underserved urban setting					

B. Financial deliverables

- a. Beginning in 2025, no later than the first Monday in June during each grant commitment year, or when otherwise requested by DHSS, a financial report shall

be submitted electronically to the MO GME Grant Program point of contact. This report shall detail the

- i. Amount received from this funding opportunity.
  - ii. Actual expenditures for the grant duration by purpose and amount
  - iii. Remaining projected expenditures
  - iv. Unexpended balance of the MO GME Grant Program funds as of date specified by DHSS
  - v. Amount owed back to the MO GME Grant Program, according to section 8.2 above if applicable.
  - vi. Total cost for the additionally funded residency positions
  - vii. Entity's out of pocket expenses
  - viii. Total amount of funding from all sources.
- b. Each financial report shall include a statement of certification by the program director or authorized representative of the sponsoring institution.

### **9.3 FINAL PROGRAM REPORT**

A Final Program Report will be required by August 31<sup>st</sup> in the last year of the Grant Commitment Period. This will include content similar to the deliverables required on the annual reports, including but not limited to where the residents of the newly funded positions have or will be establishing practice, whether located in an underserved area, whether they remained in the prioritized specialty listed in above, and a final financial report.

### **9.4 DELINQUENT REPORTS**

Medical residency programs with any required reports deemed to be delinquent may be ineligible for funding for the next 2 years during the Grant Agreement Period or for participation in future funding cycles or expansion of this grant program. The selected applicant will be prefunded for the incoming first-years. For the next 2 years, the selected applicant will be prefunded for the additional first-year residents unless requirements were not met the previous year.



## Appendix A. Definition of Rural

For the purpose of this MO GME Grant Program, DHSS will use the Missouri definition of rural. A Missouri county is considered rural if:

- (1) There are less than 150 people per square mile, and
- (2) It does not contain any part of a central city in a Metropolitan Statistical Area

This Missouri definition of rural differs from and is more inclusive than the definitions used by the US Census Bureau, HRSA, or other federal agencies. Additional information is available in the *Health in Rural Missouri Biennial Report*: <https://health.mo.gov/living/families/ruralhealth/publications.php>. Refer to the chart below for a list of counties and their designation as rural or urban.

List of all 115 Missouri Counties	MO Counties linked to cities and towns within the counties	Rural or Urban
Adair	<a href="#">Adair County, MO</a>	Rural
Andrew	<a href="#">Andrew County, MO</a>	Rural
Atchison	<a href="#">Atchison County, MO</a>	Rural
Audrain	<a href="#">Audrain County, MO</a>	Rural
Barry	<a href="#">Barry County, MO</a>	Rural
Barton	<a href="#">Barton County, MO</a>	Rural
Bates	<a href="#">Bates County, MO</a>	Rural
Benton	<a href="#">Benton County, MO</a>	Rural
Bollinger	<a href="#">Bollinger County, MO</a>	Rural
Boone	<a href="#">Boone County, MO</a>	Urban
Buchanan	<a href="#">Buchanan County, MO</a>	Urban
Butler	<a href="#">Butler County, MO</a>	Rural
Caldwell	<a href="#">Caldwell County, MO</a>	Rural
Callaway	<a href="#">Callaway County, MO</a>	Rural
Camden	<a href="#">Camden County, MO</a>	Rural
Cape Girardeau	<a href="#">Cape Girardeau County, MO</a>	Urban
Carroll	<a href="#">Carroll County, MO</a>	Rural
Carter	<a href="#">Carter County, MO</a>	Rural
Cass	<a href="#">Cass County, MO</a>	Urban
Cedar	<a href="#">Cedar County, MO</a>	Rural
Chariton	<a href="#">Chariton County, MO</a>	Rural
Christian	<a href="#">Christian County, MO</a>	Urban
Clark	<a href="#">Clark County, MO</a>	Rural
Clay	<a href="#">Clay County, MO</a>	Urban
Clinton	<a href="#">Clinton County, MO</a>	Rural
Cole	<a href="#">Cole County, MO</a>	Urban
Cooper	<a href="#">Cooper County, MO</a>	Rural
Crawford	<a href="#">Crawford County, MO</a>	Rural
Dade	<a href="#">Dade County, MO</a>	Rural
Dallas	<a href="#">Dallas County, MO</a>	Rural
Daviess	<a href="#">Daviess County, MO</a>	Rural
DeKalb	<a href="#">DeKalb County, MO</a>	Rural
Dent	<a href="#">Dent County, MO</a>	Rural
Douglas	<a href="#">Douglas County, MO</a>	Rural

Dunklin	<a href="#">Dunklin County, MO</a>	Rural
Franklin	<a href="#">Franklin County, MO</a>	Rural
Gasconade	<a href="#">Gasconade County, MO</a>	Rural
Gentry	<a href="#">Gentry County, MO</a>	Rural
Greene	<a href="#">Greene County, MO</a>	Urban
Grundy	<a href="#">Grundy County, MO</a>	Rural
Harrison	<a href="#">Harrison County, MO</a>	Rural
Henry	<a href="#">Henry County, MO</a>	Rural
Hickory	<a href="#">Hickory County, MO</a>	Rural
Holt	<a href="#">Holt County, MO</a>	Rural
Howard	<a href="#">Howard County, MO</a>	Rural
Howell	<a href="#">Howell County, MO</a>	Rural
Iron	<a href="#">Iron County, MO</a>	Rural
Jackson	<a href="#">Jackson County, MO</a>	Urban
Jasper	<a href="#">Jasper County, MO</a>	Urban
Jefferson	<a href="#">Jefferson County, MO</a>	Urban
Johnson	<a href="#">Johnson County, MO</a>	Rural
Knox	<a href="#">Knox County, MO</a>	Rural
Laclede	<a href="#">Laclede County, MO</a>	Rural
Lafayette	<a href="#">Lafayette County, MO</a>	Rural
Lawrence	<a href="#">Lawrence County, MO</a>	Rural
Lewis	<a href="#">Lewis County, MO</a>	Rural
Lincoln	<a href="#">Lincoln County, MO</a>	Rural
Linn	<a href="#">Linn County, MO</a>	Rural
Livingston	<a href="#">Livingston County, MO</a>	Rural
Macon	<a href="#">Macon County, MO</a>	Rural
Madison	<a href="#">Madison County, MO</a>	Rural
Maries	<a href="#">Maries County, MO</a>	Rural
Marion	<a href="#">Marion County, MO</a>	Rural
McDonald	<a href="#">McDonald County, MO</a>	Rural
Mercer	<a href="#">Mercer County, MO</a>	Rural
Miller	<a href="#">Miller County, MO</a>	Rural
Mississippi	<a href="#">Mississippi County, MO</a>	Rural
Moniteau	<a href="#">Moniteau County, MO</a>	Rural
Monroe	<a href="#">Monroe County, MO</a>	Rural
Montgomery	<a href="#">Montgomery County, MO</a>	Rural
Morgan	<a href="#">Morgan County, MO</a>	Rural
Newton	<a href="#">Newton County, MO</a>	Urban
New Madrid	<a href="#">New Madrid County, MO</a>	Rural
Nodaway	<a href="#">Nodaway County, MO</a>	Rural
Oregon	<a href="#">Oregon County, MO</a>	Rural
Osage	<a href="#">Osage County, MO</a>	Rural
Ozark	<a href="#">Ozark County, MO</a>	Rural
Pemiscot	<a href="#">Pemiscot County, MO</a>	Rural
Perry	<a href="#">Perry County, MO</a>	Rural
Pettis	<a href="#">Pettis County, MO</a>	Rural
Phelps	<a href="#">Phelps County, MO</a>	Rural
Pike	<a href="#">Pike County, MO</a>	Rural
Platte	<a href="#">Platte County, MO</a>	Urban
Polk	<a href="#">Polk County, MO</a>	Rural

Pulaski	<a href="#">Pulaski County, MO</a>	Rural
Putnam	<a href="#">Putnam County, MO</a>	Rural
Ralls	<a href="#">Ralls County, MO</a>	Rural
Randolph	<a href="#">Randolph County, MO</a>	Rural
Ray	<a href="#">Ray County, MO</a>	Rural
Reynolds	<a href="#">Reynolds County, MO</a>	Rural
Ripley	<a href="#">Ripley County, MO</a>	Rural
Saline	<a href="#">Saline County, MO</a>	Rural
Schuyler	<a href="#">Schuyler County, MO</a>	Rural
Scotland	<a href="#">Scotland County, MO</a>	Rural
Scott	<a href="#">Scott County, MO</a>	Rural
Shannon	<a href="#">Shannon County, MO</a>	Rural
Shelby	<a href="#">Shelby County, MO</a>	Rural
St. Charles	<a href="#">Saint Charles County, MO</a>	Urban
St. Clair	<a href="#">Saint Clair County, MO</a>	Rural
St. Francois	<a href="#">Saint Francois County, MO</a>	Rural
St. Louis City	<a href="#">St. Louis City</a>	Urban
St. Louis County	<a href="#">Saint Louis County, MO</a>	Urban
Ste. Genevieve	<a href="#">Sainte Genevieve County, MO</a>	Rural
Stoddard	<a href="#">Stoddard County, MO</a>	Rural
Stone	<a href="#">Stone County, MO</a>	Rural
Sullivan	<a href="#">Sullivan County, MO</a>	Rural
Taney	<a href="#">Taney County, MO</a>	Rural
Texas	<a href="#">Texas County, MO</a>	Rural
Vernon	<a href="#">Vernon County, MO</a>	Rural
Warren	<a href="#">Warren County, MO</a>	Rural
Washington	<a href="#">Washington County, MO</a>	Rural
Wayne	<a href="#">Wayne County, MO</a>	Rural
Webster	<a href="#">Webster County, MO</a>	Rural
Worth	<a href="#">Worth County, MO</a>	Rural
Wright	<a href="#">Wright County, MO</a>	Rural

## Appendix B. Grant Agreement Language

The following pages are a preview of the Grant Agreement associated with this NGO which is pertinent to grantees only. Signatures below are only required for applicants who receive notice they have been granted funding. Those grantees will need to return this signed agreement to DHSS within a tight timeframe (10 or 14 calendar days - refer to timeline above).

This Grant Agreement refers to the terms and obligations outlined in the **Missouri Graduate Medical Education Grant Program** NOTICE OF GRANT OPPORTUNITY #001 dated 2023.

### Definitions

- Refer to Section 1.9 of the Notice of Grant Opportunity for Definitions.
- The term “Department” below refers to the Missouri Department of Health and Senior Services

The signature of the Grantee’s authorized representative on the grant agreement signature page indicates compliance with the Certifications contained in Attachment A, which is attached hereto and is incorporated by reference as if fully set forth herein.

- 1.1 The Grantee must be in compliance with the laws regarding conducting business in the State of Missouri. The Grantee shall provide documentation of compliance upon request by the Department. The compliance to conduct business in the state shall include, but not necessarily be limited to:
  - 1.1.1 Registration of business name (if applicable) with the Secretary of State at <https://www.sos.mo.gov/business/startBusiness.asp>.
  - 1.1.2 Certificate of authority to transact business/certificate of good standing (if applicable)
  - 1.1.3 Taxes (e.g., city/county/state/federal)
  - 1.1.4 State and local certifications (e.g., professions/occupations/activities)

- 1.1.5 Licenses and permits (e.g., city/county license, sales permits)
- 1.1.6 Insurance (e.g., worker's compensation/unemployment compensation)
- 1.2 If the Grantee provides any "personal information" as defined in §105.1500, RSMo concerning an entity exempt from federal income tax under Section 501(c) of the Internal Revenue Code of 1986, as amended, the Grantee understands and agrees that it is voluntarily choosing to seek a state contract and providing such information for that purpose. The state will treat such personal information in accord with §105.1500, RSMo.

## **2. MONITORING**

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

## **3. DOCUMENT RETENTION**

- 3.1 The Grantee shall retain all books, records, and other documents relevant to this grant agreement for a period of three (3) years after final payment or the completion of an audit, whichever is later, or as otherwise designated by the federal funding agency and stated in the grant agreement.
- 3.2 The Grantee shall allow authorized representatives of the Department, State, and Federal Government to inspect these records upon request.
- 3.3 If the Grantee is subject to any litigation, claim, negotiation, audit or other action involving the records before the expiration of the three (3) year period, the Grantee shall retain the records until completion of the action and resolution of all issues which arise from it, or until the end of the regular three (3) year period, whichever is later.

- 3.4 If the Department is subject to any litigation, claim, negotiation, audit or other action involving the records, the Department will notify the Grantee in writing to extend the Grantee's retention period.
- 3.5 The Department may recover any payment it has made to the Grantee if the Grantee fails to retain adequate documentation.

#### **4. CONFIDENTIALITY**

- 4.1 The Grantee shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. The Grantee agrees it will assume liability for all disclosures of Protected PII and breaches by the Grantee and/or the Grantee's sub-grantees and employees.

OR

The Grantee shall safeguard Protected Personally Identifiable Information (PII) as defined in 2 CFR § 200.1. To the extent permitted by Missouri law and without waiving sovereign immunity, the Grantee agrees it will assume liability for all disclosures of Protected PII and breaches by the Grantee and/or the Grantee's sub-grantees and employees. *(Use only in state University contracts)*

- 4.2 The Grantee shall maintain strict confidentiality of all patient and client information or records supplied to it by the Department or that the Grantee creates as a result of grant agreement activities. Unless disclosure is required by law, the Grantee shall not disclose the contents of such records to anyone other than the Department, the patient/client, or the patient's/client's parent or legal guardian. The Grantee agrees it will assume liability for all disclosures of confidential information and breaches by the Grantee and/or the Grantee's sub-grantees and employees. The Grantee agrees to comply with all applicable confidentiality and information security laws, including but not limited to sections 192.067 and 192.667, RSMo.

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

- 5.1 If the Grantee issues any press releases mentioning grant agreement activities, the Grantee shall reference in the release both the grant agreement number and the Department. If the Grantee creates any publications, including audiovisual items, produced with contract funds, the Grantee shall give credit to both the grant agreement and the Department in the publication. The Grantee shall obtain approval from the Department prior to the release of such press releases or publications.
  - 5.1.1 Notwithstanding subparagraph 1 of this section, in the event the Grantee intends to create a scholarly publication using materials created for the Department under this



project, the Grantee shall provide the Department with the opportunity to review and to provide comment on the proposed publication. At the Department's request, Grantee will insert a disclaimer in any publication that says the publication does not necessarily reflect the views or opinions of the Department. Any such publication created by the Grantee shall contain acknowledgment of the Department's sponsorship as required by 48 CFR § 52.227-14(c). *(Use only for Universities)*

5.2 In accordance with the "Steven's Amendment" in the Department of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, the Grantee shall not issue any statements, press release, request for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money unless it clearly states the following:

5.2.1 The percentage of the total costs of the program or project which will be financed with Federal money; and

5.2.2 The percentage of the total costs of the program or project which will be financed by nongovernmental sources.

## **6. AUTHORIZED PERSONNEL**

6.1 The Grantee shall be responsible for assuring that all personnel are appropriately qualified and licensed or certified, as required by state, federal or local law, statute or regulation, respective to the services to be provided through this grant agreement; and documentation of such licensure or certification shall be made available upon request.

6.2 The Grantee shall only utilize personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Immigration Reform and Control Act of 1986 as codified at 8 U.S.C. § 1324a, the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and Section 274A of the Immigration and Nationality Act. If the Grantee is found to be in violation of these requirements or the applicable laws of the state, federal and local laws and regulations, and 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 grant 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 of the total amount due to the Grantee. The Grantee agrees to fully cooperate with any audit or investigation from federal, state or local law enforcement agencies.

6.3 Affidavit of Work Authorization and Documentation: Pursuant to section 285.530, RSMo, if the Grantee meets the section 285.525, RSMo definition of a "business entity" (<https://revisor.mo.gov/main/OneSection.aspx?section=285.530>), the Grantee

must affirm the Grantee's enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services requested herein. The Grantee should complete applicable portions of Exhibit 1, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization, as attached hereto and is incorporated by reference as if fully set forth herein. The applicable portions of Exhibit 1 must be submitted prior to an award of a grant agreement.

- 6.4 If the Grantee meets the definition of a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo the Grantee shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the Grantee's business status changes during the life of the grant agreement to become a business entity as defined in section 285.525, RSMo pertaining to section 285.530, RSMo then the Grantee shall, prior to the performance of any services as a business entity under the grant agreement:
  - 6.4.1 Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
  - 6.4.2 Provide to the Missouri Department of Health and Senior Services 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
  - 6.4.3 Submit to the Missouri Department of Health and Senior Services a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.
- 6.5 In accordance with subsection 2 of section 285.530 RSMo, the Grantee should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new grant agreements.

## **7. ANTI-DISCRIMINATION AGAINST ISRAEL ACT GRANTEE REQUIREMENTS**

- 7.1 If the Grantee meets the definition of a company as defined in section 34.600, RSMo, and has ten or more employees, the Grantee shall not engage in a boycott of goods or services from the State of Israel; from companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or from

persons or entities doing business in the State of Israel as defined in section 34.600, RSMo.

- 7.2 If the Grantee meets the definition of a company as defined in section 34.600, RSMo, and the company's employees increases to ten or more during the life of the grant 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.
- 7.3 If during the life of the grant 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 titled, Anti-Discrimination Against Israel Act Certification.
- 7.4 Regardless of company status or number of employees, the Grantee is requested to complete and submit the applicable portion of Exhibit 2 - Anti-Discrimination Against Israel Act Certification as attached hereto and incorporated by reference as if fully set forth herein. Pursuant to section 34.600, RSMo, if the Grantee meets the section 34.600, RSMo, definition of a "company" (<https://revisor.mo.gov/main/OneSection.aspx?section=34.600>) and the Grantee has ten or more employees, the Grantee must certify in writing that the Grantee is not currently engaged in a boycott of goods or services from the State of Israel as defined in section 34.600, RSMo, and shall not engage in a boycott of goods or services from the State of Israel, for the duration of the grant agreement. The applicable portion of the exhibit must be submitted prior to an award of a grant agreement.

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

- 1.1 To the extent that this grant agreement involves the use, in whole or in part, federal funds, the signature of the Grantee's authorized representative on the grant agreement signature page indicates compliance with the following Certifications and special provisions.

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

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

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

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

**CERTIFICATIONS AND SPECIAL PROVISIONS**

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

**4. GRANTEE'S CERTIFICATION REGARDING A DRUG FREE WORKPLACE**

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

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

**CERTIFICATIONS AND SPECIAL PROVISIONS****5. GRANTEE'S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

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

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

- 6.1 The Grantee shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the grant agreement. 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;

**CERTIFICATIONS AND SPECIAL PROVISIONS**

- 6.1.4 Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 *et seq.*) as implemented by all applicable regulations;
- 6.1.5 The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- 6.1.6 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
- 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 grant agreement.

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

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

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

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

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

**BUSINESS ENTITY CERTIFICATION:**

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Date



**EXHIBIT 1, continued**

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

**BOX B – CURRENT BUSINESS ENTITY STATUS**

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

**EXHIBIT 1, continued**

**AFFIDAVIT OF WORK AUTHORIZATION:**

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

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

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

Authorized Representative's Signature	Printed Name
Title	Date
E-Mail Address	E-Verify Company ID Number

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

Signature of Notary	Date
---------------------	------

**EXHIBIT 1, continued**

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

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

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

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

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

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

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

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

(if known)

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

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

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

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

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

\_\_\_\_\_  
Date

**FOR STATE USE ONLY**

Documentation Verification Completed By:

\_\_\_\_\_  
Buyer

\_\_\_\_\_  
Date

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

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

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

Section 34.600, RSMo, defines the following terms:

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

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

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

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

**EXHIBIT 2, continued**

**BOX A – NON-COMPANY ENTITY**

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

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

\_\_\_\_\_  
Authorized Representative’s Signature

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Authorized Representative’s Signature

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

\_\_\_\_\_  
Date

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

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

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

\_\_\_\_\_  
Authorized Representative’s Signature

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

\_\_\_\_\_  
Date