

SOCIAL SERVICES PROVIDER AGREEMENT

THIS AGREEMENT by and between the City of Columbia, Missouri, a municipal corporation, hereinafter called "City", and AAAAChange, LLC, a limited liability company organized in the State of Missouri, hereinafter called "Provider" is hereby entered into as of the date of the last party to execute the Agreement (the "Effective Date"),

WITNESSETH:

WHEREAS, the City desires to purchase the social services, in whole or in part, as set forth in the proposal, including any revisions, received by and on file with the City, which is hereby incorporated by reference as fully as if herein set forth;

NOW, THEREFORE, it is hereby agreed by and between the City and Provider as follows:

FUNDING ALLOCATION FOR SERVICES RENDERED BY PROVIDER

1. PURCHASE OF SERVICES:

- a. Provider agrees to furnish and City agrees to purchase the proposed program service(s), for low-income residents of the City of Columbia, as set forth in Exhibit A attached hereto and made a part hereof by reference (hereinafter "Program Services").
- b. The total allowable compensation for the Program Services under this agreement shall not exceed twenty-five thousand dollars (\$25,000.00) per year.
- c. Provider shall exercise reasonable skill, care and diligence in performance of its services and will carry out its responsibilities in accordance with the generally accepted standards of good professional practices in effect at time of performance. If Provider fails to meet the foregoing standards, Provider shall perform at its own cost, and without reimbursement from City, the professional services necessary to correct errors and omissions which are caused by Provider's failure to comply with the above standard.

2. **DURATION:** This Agreement shall be for a term commencing on the Effective Date and ending on December 31, 2022; provided, however, that either party may terminate this agreement upon thirty (30) days written notice as set forth herein. Subject to the appropriation of funds, the City's Project Manager may extend this Agreement.

3. **REPORTING:** In the manner, format, and timeframe required by the City, Provider agrees to submit to the City an interim report and a final report at least once each calendar year.

4. PAYMENTS:

- a. Provider may issue an invoice on a monthly basis for work performed and expenses since the preceding invoice or, if there was no preceding invoice, since the issuance of a notice to proceed. The invoice shall be based upon the pricing set forth in Exhibit A.
- b. Conditioned upon acceptable performance. Provided Provider performs the services in the manner set forth herein, City agrees to pay Provider in accordance with the terms outlined herein, which shall constitute complete compensation for all services to be rendered under this Agreement; provided, that where payments are to be made periodically to Provider for services

rendered under this Agreement, City expressly reserves the right to disapprove in whole or in part a request for payment where the services rendered during the period for which payment is claimed are not performed in a timely and satisfactory manner.

- c. City shall have ten (10) days from the date of receipt of the invoice to register City's disapproval of the work billed on that invoice. Following Provider's receipt of said disapproval, Provider shall have ten (10) days to cure the issues presented. If cure cannot be obtained within ten (10) days, Provider shall notify City of the proposed amount of time for cure, and reach an agreement as to an acceptable alternative deadline.
 - d. Upon receipt of the invoice and progress report, City will, as soon as practical, pay Provider for the services rendered. City shall pay Provider within thirty (30) days of receipt of an invoice.
5. **DUPLICATE SOURCES OF FUNDING:** Provider certifies that the expenditure of City funds is essential to the provision of the services covered by this Agreement. Provider is expected, to the greatest extent possible, to maximize funding from all other sources for the program and services covered under this agreement. Provider shall, upon request, furnish to the City information about other sources of funding, including, but not limited to purchase of service agreements, for the program and services covered under this Agreement. Provider certifies that funds provided by the City under this Agreement shall not be a duplication of reimbursement from any other source of funding for the services covered by this Agreement. City reserves the right, upon reasonable notice to Provider, to perform an audit of payments received and funds expended by Provider from all sources to verify compliance with this provision.
6. **AVAILABILITY OF FUNDS:** Payments under this Agreement are dependent upon the availability of funds, as determined by the City. This contract may be terminated if funding becomes unavailable in whole or in part, and the City shall have no obligation to continue payment following written notification to Provider that such funds are no longer available for such purposes.

MONITORING AND MODIFICATION

7. **MODIFICATION OR AMENDMENT:** Requests to make any substantive change, modification, or an amendment to the program and services covered by this Agreement must be submitted in writing to the City for approval.
8. **REQUIRED DOCUMENTS:** Provider agrees to regularly submit to the City current versions of the following required documents: by-laws; articles of incorporation; organizational chart; governing board roster; advisory board roster, if applicable; IRS Tax Exempt Status Determination letter; financial statement and accompanying assurance completed within six months of the end of the entity's most recent fiscal year; most recently completed IRS 990 or 990 EZ; if applicable, an ADA plan of accommodation and a transition plan.
9. **MONITORING:** Provider agrees to permit the City or its designee(s) to monitor, survey and inspect Provider's services, facilities, and client records, to determine compliance and performance with this Agreement, except as prohibited by laws protecting client confidentiality. In addition, Provider hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the City or its designee(s) all records, facilities and personnel, for auditing, inspection, and interviewing, to determine the status of contracted services, activities and programs, expenditure of City funds, and all other matters set forth in this Agreement.

10. CITY'S DESIGNATED PROJECT MANAGER. The City hereby designates the Director of Public Health and Human Services or the Director's designee as the City's Project Manager for this Agreement. The Project Manager shall manage this Agreement and shall have the authority to extend the term of the Agreement, subject to the availability of funds.

OTHER TERMS OF THIS AGREEMENT

11. CERTIFICATION/LICENSING: Provider agrees to comply with all applicable local/state/federal certification and licensing requirements and applicable laws and to remain in "good standing" with all applicable oversight entities.

12. GRANT REQUIREMENTS: . Provider acknowledges state and/or federal grant funds may be used to pay for the services. Provider agrees to familiarize itself and comply with all conditions and requirements for utilization of such grant funds, including, but not limited to those set forth herein (collectively "Grant Requirements"). Provider shall include in contracts with its subcontractors provisions that require subcontractors to comply with the Grant Requirements.

13. FEDERAL FUNDING: The Parties agree that the City may use ARPA funding for this procurement. Provider shall comply with any and all requirements that apply to the use of federal funding, including but not limited to the following.

a. **CERTIFICATION OF PROVIDER REGARDING DEBARMENT**

- i. Provider certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.
- ii. Provider, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The Provider will accomplish this by: (1) Checking the System for Award Management at website: <http://www.sam.gov>.; (2) Collecting a certification statement similar to the Certification of Provider Regarding Debarment above;(3) Inserting a clause or condition in the covered transaction with the lower tier contract. If the U.S. Treasury later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered into the covered transaction, the U.S. Treasury may pursue any available remedies, including suspension and debarment of the non-compliant participant.

b. **CERTIFICATION REGARDING LOBBYING.** The Provider certifies by signing and submitting this Agreement, to the best of his or her knowledge and belief, that:

- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Provider, to any person for influencing or attempting to influence an officer or employee of an 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, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

- ii. 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 this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- iii. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

- c. **General Civil Rights Provisions.** The Provider agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Provider and its subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

- d. **Title VI Solicitation Notice:** The City of Columbia, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

- e. **Compliance with Nondiscrimination Requirements.** During the performance of this contract, the Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the "Provider"), agrees as follows:

1. **Compliance with Regulations:** The Provider (hereinafter includes consultants) will comply with the Title VI List of Pertinent

Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination: The Provider, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Provider will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program.

3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Provider for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Provider of the Provider's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. Information and Reports: The Provider will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or the U.S. Treasury to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a Provider is in the exclusive possession of another who fails or refuses to furnish the information, the Provider will so certify to the City or the U.S. Treasury, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Provider's noncompliance with the non-discrimination provisions of this contract, the City will impose such contract sanctions as it or the U.S. Treasury may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Provider under the contract until the Provider complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

6. Incorporation of Provisions: The Provider will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Provider will take action with respect to any subcontract or procurement as the City or U.S. Treasury may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Provider becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Provider may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Provider may request the United States to enter into the litigation to protect the interests of the United States.

- f. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Provider, for itself, its assignees, and successors in interest (hereinafter referred to as the “Provider”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:
- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
 - The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
 - Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
 - The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
 - The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Providers, whether such programs or activities are Federally funded or not);
 - Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189);
 - Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
 - Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
 - Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).
- g. Procurement of recovered materials. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its Providers must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental

Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

h. Rights to Inventions. Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the City in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within 37 CFR §401.14. Provider must include this requirement in all sub-tier contracts involving experimental, developmental, or research work.

i. Section 200.216 Prohibition on certain telecommunications and video surveillance services or equipment. For the services provided by Provider to City pursuant to this Contract, Provider shall not procure any equipment, services or systems that use any prohibited, covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system pursuant to Section 200.216, of Title 2, Subtitle A, Chapter II, Part 200, Subpart C.

j. Section 200.322 Domestic Preferences for Procurements. To the greatest extent consistent with law, Provider shall provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel cement, and other manufactured products). The requirements of this section must be included in all subcontracts and purchase orders for work or products under this award, as those terms are defined in Section 200.322 of Title 2, Subtitle A, Chapter II, Part 200 Subpart D.

k. Provider shall comply with the regulations that implement 2 CFR Part 200, Section 200.215, Never Contract with the enemy.

l. Provider shall comply with the Whistleblower protections, provided in federal law and regulations.

14. AUDIT: Provider must maintain an acceptable cost accounting system. Provider agrees to provide the City, the U.S. Treasury, and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of Provider which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. Provider agrees to maintain all books, records and reports required under this contract for a period of not less than five years after final payment is made and all pending matters are closed.

15. AMERICANS WITH DISABILITIES ACT: Provider shall comply with all applicable provisions of the Americans with Disabilities Act and the regulations implementing the Act, including those regulations governing employment practices. Provider shall make the services, programs, and activities governed by this Contract accessible to persons with disabilities as

required by the Americans with Disabilities Act and its implementing regulations.

16. **INDEMNIFICATION:** To the extent permitted by Missouri law, and without waiving sovereign immunity, Provider shall be liable, and agrees to be liable for, and shall indemnify, defend and hold the City harmless from all claims, suits, judgments or damages, including court costs, arising out of the services rendered by Provider in the course of the operation of this agreement. It is the responsibility of the Provider to identify and maintain insurance or self-funded coverage which shall meet the Provider's obligation to indemnify the City as set out herein. This provision shall survive any termination of the Agreement.
17. **DISCRIMINATION:** Provider agrees to comply with all applicable provisions of: the Fair Labor Standards Act, as amended; the Employment Practices Act, as amended; the Civil Rights Act of 1964, as amended; Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Omnibus Reconciliation Act of 1981, as amended; the Americans with Disabilities Act of 1990, as amended; Chapter 12 of the City of Columbia Code of Ordinances, and all other applicable federal, state, and local laws which prohibit discrimination in employment and the delivery of services on the basis of race (racism), color, national origin, ancestry, sex, religion, disability, marital status, sexual orientation, gender identity, age (employment), and familial status (housing), or any other legally protected category.

In addition to, and not in substitution for, other provisions of this Agreement regarding the provision of services and employment practices, if the Provider represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institution or organization, the Provider agrees that, in connection with the provision of services and employment practices, it will not:

- a. discriminate against any employee or applicant for employment on the basis of religion or religious beliefs or employ or give preference in employment to persons on the basis of religion or religious beliefs;
 - b. discriminate against any persons seeking services on the basis of religion or religious beliefs or limit such services or give preference to persons on the basis of religion or religious beliefs; and
 - c. provide religious instruction or counseling, conduct religious worship or services, engage in religious proselytizing, or exert other religious influence in the provision of services under this agreement.
18. **EMPLOYMENT OF UNAUTHORIZED ALIENS PROHIBITED:** Provider agrees to comply with Missouri State Statute section 285.530 in that they shall not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

For agreements in excess of five thousand dollars (\$5,000):

- a. As a condition for the award of this Agreement the Provider shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. The Provider shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

- b. Provider shall require each sub-contractor to affirmatively state in its Agreement with Provider that the sub-contractor shall not knowingly employ, hire for employment or continue to employ an unauthorized alien to perform work within the state of Missouri. Provider shall also require each sub-contractor to provide Provider with a sworn affidavit under the penalty of perjury attesting to the fact that the sub-contractor's employees are lawfully present in the United States.
19. FAILURE TO PERFORM/DEFAULT: Provider agrees that if it fails or refuses to perform according to the terms of this Agreement, as determined by the City, such failure or refusal shall constitute a default hereunder, and the City will be relieved of any further obligation to make payments to the Provider as set out herein.
20. RECORD RETENTION CLAUSE: Provider shall keep and maintain records relating to this Agreement sufficient to verify the delivery of services in accordance with the terms of this Agreement for a period of three (3) years following expiration of this Agreement and any applicable renewal.
21. CONFLICT OF INTEREST: Provider agrees that any conflict of interest between its board of directors and/or employees and the Provider or conflict of interest between Provider, its board of directors and/or employees and the City, shall be appropriately identified and managed. Missouri law, as this term is used herein, shall define "Conflict of Interest".
22. LITIGATION: Provider hereby certifies there is no litigation, claim, consent order, settlement agreement, investigation, challenge or other proceeding pending or threatened against Provider or any individual acting on Provider's behalf, including sub-contractors, which seek to enjoin or prohibit Provider from entering into this Agreement of performing its obligations under this Agreement.
23. SUBCONTRACTS: This Agreement shall not be assigned, and no services contained herein shall be subcontracted, by the Provider to any persons or entities without the prior written approval of the City. Any sub-contractor or assignee shall be subject to all conditions and requirements of this Agreement.
24. TERMINATION: Either party may terminate this agreement upon thirty (30) days written notice. City shall pay provider for services performed and non-cancelable obligations incurred by Provider up to the time of said termination prior to such written notification. Provider shall be required to submit all reports required by the Agreement for which Provider has received compensation within thirty (30) days following the effective date of said termination.
25. AUTHORIZED REPRESENTATIVES: The signatories to this Agreement, by signing this Agreement, represent that they have obtained authority to enter into this Agreement on behalf of the respective parties to this Agreement and bind such parties to all terms and conditions contained in this Agreement.
26. COUNTERPARTS AND ELECTRONIC SIGNATURES: This Agreement may be signed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed signatures, or scanned and electronically transmitted signatures, on this Agreement or any notice delivered pursuant to this Agreement, shall be deemed to have the same legal effect as original signatures on this Agreement.
27. CONTRACT DOCUMENTS: This Agreement includes the following exhibits, which are

incorporated herein by reference:

Exhibit	Description
A	Program Services

In the event of a conflict between the terms of an exhibit and the terms of this Agreement, the terms of this Agreement controls.

28. ENTIRE AGREEMENT: This Agreement represents the entire and integrated Agreement between Provider and City relative to the Program Services herein. All previous or contemporaneous agreements, representations, promises and conditions relating to Provider's services described herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS THEREOF, the parties hereto have caused this instrument to be executed by their duly authorized officers the day and year last written below.

CITY OF COLUMBIA, MISSOURI

^{DS}
MG

By: _____
De'Carlton Seewood, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, account number 11004540-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

By: _____
Matthew Lue, Director of Finance

PROVIDER:

By: ^{DocuSigned by:}

A3F36AD63D954A5...

Printed Name: John Trapp

Title: Principal, AAAAChange, llc

Date: 7/26/2022

ATTEST:

By: _____

Name/Title: _____

