



## **SAMPLE CONTRACT**

### **20\_\_ CONTRACT TO PURCHASE AND PROVIDE SERVICE WITH (NAME OF AGENCY)**

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This contract, made and entered into on January 1, 20\_\_, by and between the Community and Children's Resource Board of St. Charles County, a governmental body organized pursuant to Sections 67.1775, 210.860, 210.861 of the Revised Statutes of Missouri and St. Charles County Ordinance 97-152, hereinafter referred to as the RESOURCE BOARD, and (NAME OF AGENCY), either a governmental entity or a not-for-profit Missouri corporation, organized and operated under the provisions of Chapter 355 of the Revised Statutes of Missouri, or governmental entity hereinafter referred to as the (AGENCY INITIALS).

Whereas, the RESOURCE BOARD, under the provisions of 67.1775, 210.860, and 210.861 of the Revised Statutes of Missouri and St. Charles County Ordinance 97-152, has the right to expend monies from the Community Children's Services Fund for the purposes of funding services to children and youth 19 years of age and younger, and their families residing in St. Charles County; and

Whereas, (AGENCY INITIALS) has submitted a complete Request for Funding Proposal application to the RESOURCE BOARD detailing the services and other supports to be provided along with the expected cost to (AGENCY INITIALS) thereof; and

Whereas, the RESOURCE BOARD has approved the Request for Funding Proposal in whole or in part as hereinafter set forth,

Now therefore, in consideration of the mutual promises, agreements and covenants herein contained, the parties hereto agree to the following:

#### **FUND ALLOCATION FOR SERVICES RENDERED BY (AGENCY INITIALS)**

(AGENCY INITIALS) is expected to seek and use all available alternative funding resources prior to, and after applying for RESOURCE BOARD funds. RESOURCE BOARD expressly states that it is its policy to request that any funds supplied by the RESOURCE BOARD be the first funds used for program activities. (AGENCY INITIALS) shall periodically, upon request, furnish to the RESOURCE BOARD information as to its efforts to obtain such other sources of funding.

**1. RFP Funding Guidelines.** The Funding Guidelines of the RESOURCE BOARD and all other funding policies are to be taken as part of this formal contract. (AGENCY INITIALS) will perform the services and carry out the activities as set forth in the targets and outcomes of the Request for Funding Proposal application. Any contract changes (additions/deletions of units or funds, etc.) will be sent to (AGENCY INITIALS) via written letter from the Executive Director and are considered to be a part of (AGENCY INITIALS)'S contract.

(AGENCY INITIALS) agrees to, and understands that services performed under this agreement are limited to the Request for Funding Proposal application.

**2. Fund Allocation. Intensive Outpatient Treatment (Drug & Alcohol Treatment):** During the period January 1, 20\_\_ to December 31, 20\_\_ , the RESOURCE BOARD agrees to provide funding to (AGENCY INITIALS), not to exceed \$\_\_\_\_\_, for (services or capital). (Services or capital) will be billed at (amount of agreed upon rate) for a maximum of \_\_\_\_\_ units. The parties agree that the RESOURCE BOARD shall have no responsibility for any costs incurred by (AGENCY INITIALS) above this amount.

**3. Billing.** For both Purchase of Service (POS) contracts (based upon a mutually agreed to unit rate) and Reimbursement contracts (based on a percent of actual expenditures), the (AGENCY INITIALS) agrees to submit a monthly invoice to the RESOURCE BOARD by 2:00 p.m. of the date listed in the 20\_\_ Monthly Reimbursement Deadline Dates schedule.

**4. Payment Cycle.** The RESOURCE BOARD will make every attempt to mail checks no later than the 4th Friday of the month.

**5. Bidding Requirements.** Any piece of equipment purchased with funds provided to (AGENCY INITIALS) under this contract with a cost of \$1000 or more requires 3 written bids in accordance with Missouri statutes. All bids must accompany receipts for reimbursement of such items.

**6. Availability of Funds.** Payments under this contract are dependent upon the availability of funds or as otherwise determined by the RESOURCE BOARD. This contract can be terminated if funding becomes unavailable in whole or in part or for cause shown, and the RESOURCE BOARD shall have no obligation to continue payment. If funding is reduced, a new level of contract RESOURCE BOARD may be established by mutual agreement of the parties, but in no event shall the RESOURCE BOARD have any obligation for payment above the award level.

#### REPORTING, MONITORING AND MODIFICATION

**7. Reporting.** The RESOURCE BOARD shall utilize the Request for Funding Proposal application, as submitted by (AGENCY INITIALS) to monitor service delivery and program expenditures. (AGENCY INITIALS) agrees to submit to the RESOURCE BOARD a mid-year service report by August 15, 20\_\_ and an annual service report by February 15, 20\_\_ for the period of January 1, 20\_\_ to December 31, 20\_\_. Variations to this date may be requested by (AGENCY INITIALS) and, if so stipulated, are noted on this contract document. Payments may be withheld from (AGENCY INITIALS) if reports designated here are not submitted on time, until such time as the reports are filed.

**8. Audits.** (AGENCY INITIALS) also agrees to submit to the RESOURCE BOARD a copy of its annual audit within 4 months after the close of (AGENCY INITIALS)'S fiscal year. The audit must be performed by an independent individual or firm licensed by the Missouri State Board of Accountancy. The audit is to include a complete accounting for funds covered by this agreement in accordance with generally accepted accounting principles. In addition, RESOURCE BOARD requires that the management report of any audit as it relates to RESOURCE BOARD program activities be supplied to RESOURCE BOARD as part of the required audit. Payments may be withheld from (AGENCY INITIALS), if reports designated here are not submitted on time.

**9. Monitoring.** (AGENCY INITIALS) agrees to permit the RESOURCE BOARD, the Executive Director of the RESOURCE BOARD, or designee of the RESOURCE BOARD to monitor, survey and inspect (AGENCY INITIALS)'S services, activities, programs and client records, to determine compliance and performance with this contract, except as prohibited by laws protecting client confidentiality. In addition, (AGENCY INITIALS) hereby agrees that, upon notice of forty-eight (48) hours, it will make available to the RESOURCE BOARD or its designee(s) all records, facilities and personnel, for auditing, inspection and

interviewing, to determine the status of the service, activities and programs covered hereunder and all other matters set forth in the contract.

All areas of non-compliance discovered in these audits will be handled according to the RESOURCE BOARD'S policies on monitoring. High levels of non-compliance or failure to rectify issues of non-compliance in a timely manner will also be addressed in accordance with the RESOURCE BOARD'S policies on monitoring. All monitoring policies are located in the Agency Service Manual.

**10. Modification or Amendment.** In the event (AGENCY INITIALS) requests to make any change, modification or an amendment to funded services, one-time items, activities and/or programs covered by this contract, a request of the proposed modification or amendment must be submitted in writing to the Executive Director of the RESOURCE BOARD for Board approval. A Board Resolution from (AGENCY INITIALS) must be included with the request. Requests to the RESOURCE BOARD must be submitted in writing at least 2 weeks prior to the Board meeting to the RESOURCE BOARD office.

#### OTHER TERMS OF THIS CONTRACT

**11. Violation of Client Rights.** Any alleged case of a violation of a client's right in a program funded by the RESOURCE BOARD shall be investigated in accordance with (AGENCY INITIALS)'S policies and procedures and in accordance with any local/state/federal regulations. (AGENCY INITIALS) agrees to notify the RESOURCE BOARD Executive Director of any such incidents that have been reported to the appropriate governmental body and must also authorize the governmental body to notify the RESOURCE BOARD of any substantiated allegations. (AGENCY INITIALS) must comply with Missouri law regarding confidentiality of client records.

**12. Discrimination.** (AGENCY INITIALS) agrees that it has adopted and will enforce policies and practices to insure that it will not discriminate either in employment or in the provision of services in violation of any applicable federal, state, county or municipal statutes or ordinances.

**13. RESOURCE BOARD Funds to Be Used for Services Provided.** (AGENCY INITIALS) agrees that RESOURCE BOARD funds shall be used exclusively for the services provided and for administrative costs directly related to (AGENCY INITIALS)'s ability to provide such services.

**14. Conflict of Interest.** (AGENCY INITIALS) agrees that no member of its Board of Directors or its employees now has, or will in the future, have any conflict of interest between himself/herself and (AGENCY INITIALS), and this shall include any transaction in which (AGENCY INITIALS) is a party, including the subject matter of this contract. Missouri law, as this term is used herein, shall define "Conflict of Interest".

**15. Board Ownership.** If (AGENCY INITIALS) ceases to be funded by the RESOURCE BOARD or ceases to provide programs and services for St. Charles County youth and their families, all capital equipment, materials, and buildings purchased with RESOURCE BOARD funds shall be returned to the RESOURCE BOARD in compliance with the Capital Funding Policy or unless so otherwise approved by a majority vote of the RESOURCE BOARD Board. In addition, if (AGENCY INITIALS) no longer uses capital equipment, materials, and building purchased with RESOURCE BOARD funds for its original intent, (AGENCY INITIALS) will need RESOURCE BOARD approval to re-direct.

**16. Failure to Perform/Default.** In the event (AGENCY INITIALS), at anytime, fails or refuses to perform according to the terms of this contract, as determined by the RESOURCE BOARD, such failure or refusal shall constitute a default hereunder, and the RESOURCE BOARD will be relieved of any further obligation to make payments to (AGENCY INITIALS) as set out herein. This contract will be terminated at the option of the RESOURCE BOARD.

**17. Termination.** The RESOURCE BOARD or (AGENCY INITIALS) may terminate this contract, with or without cause, provided that either party provides 30 days notice in writing.

**18. Standards.** (AGENCY INITIALS) will comply with all state/federal certification and licensing requirements and all applicable federal, state, and local laws. In addition, if eligible, and if not otherwise so determined by the RESOURCE BOARD, (AGENCY INITIALS) shall be accredited by the Missouri Division of Alcohol and Drug Abuse. Another National accreditation may be substituted with the RESOURCE BOARD'S approval. If (AGENCY INITIALS) is not accredited, it shall submit to the Executive Director of the RESOURCE BOARD within sixty (60) days of signing this contract written plan for being surveyed for accreditation. The RESOURCE BOARD may grant extensions and exemptions.

**19. Eligible Service Recipients.** Recipients of services must be St. Charles County resident children and youth, younger than 19 years of age and their families. Recipients of services who start treatment before their 19th birthday, may continue to receive services, and have them be reimbursable, once they turn 19 years of age until treatment is terminated or they turn 20 years of age, whichever comes first. (AGENCY INITIALS) shall not utilize RESOURCE BOARD funds to provide services to non-St. Charles County residents.

**20. Indemnification.** (AGENCY INITIALS) agrees to hold harmless, defend and indemnify the RESOURCE BOARD for any and all liability for personal injury and or property damage stemming from any acts, negligence, misfeasance or omissions arising out of (AGENCY INITIALS)'S performance of this contract. The RESOURCE BOARD agrees to hold harmless, defend and indemnify (AGENCY INITIALS) for any and all liability for personal injury and or property damage stemming from any acts, negligence, misfeasance or omissions arising out of the RESOURCE BOARD'S performance of this contract. (AGENCY INITIALS) agrees it has or shall obtain liability insurance, including a blanket fidelity bond, in form and amount sufficient as determined by the RESOURCE BOARD pursuant to this clause for indemnification, and that it shall provide the RESOURCE BOARD with documentation evidencing this insurance, prior to the RESOURCE BOARD releasing funds to (AGENCY INITIALS).

**21. Publicity by the Agency.** (AGENCY INITIALS) shall notify the RESOURCE BOARD of contact with the media regarding RESOURCE BOARD funded programs or profiles of participants in RESOURCE BOARD funded programs. (AGENCY INITIALS) will acknowledge the RESOURCE BOARD as a funding source whenever publicizing RESOURCE BOARD funded programs. (AGENCY INITIALS) will partner with the RESOURCE BOARD to inform the community about the ways its tax dollars are being invested in services and supports.

**22. Independence.** This contract does not create a partnership, joint venture or any other form of joint relationship between the RESOURCE BOARD and (AGENCY INITIALS). The RESOURCE BOARD does not recognize any of the (AGENCY INITIALS)'S employees, agents or volunteers as those of the RESOURCE BOARD.

**23. Appeal.** If (AGENCY INITIALS) disagrees with a decision of the RESOURCE BOARD, the following steps can be taken by (AGENCY INITIALS) to appeal that decision:

- a. The Board of <AGENCY> must vote in a Board meeting to appeal the decision of the RESOURCE BOARD.
- b. Within sixty (60) days of the RESOURCE BOARD'S decision, a letter must be received by the RESOURCE BOARD from the President/CEO of (AGENCY INITIALS) stating (AGENCY INITIALS)'S decision to appeal, and a copy of the minutes of the Board meeting stating the vote of the Board to appeal.
- c. The letter from the President/CEO of <AGENCY> must state, in specific terms, the reason(s) for the appeal.
- d. The RESOURCE BOARD will review the appeal and provide a written response within sixty (60) days of the receipt of the appeal.

24. **Term.** This contract commences on January 1, 20\_\_, and remains in effect until December 31, 20\_\_ unless sooner terminated pursuant to agreements contained herein. The laws of the state of Missouri shall govern the interpretation, validity, performance and enforcement of this contract.

25. **Notice.** Any written notice or communication to the RESOURCE BOARD shall be mailed or delivered to:

The Community and Children's Resource Board of St. Charles County  
C/O Bruce Sowatsky, Executive Director  
2440 Executive Drive, Suite 214  
St. Charles, MO 63303

Any written notice or communication to the (AGENCY INITIALS) shall be mailed or delivered to:

(AGENCY NAME)  
(Contact)  
(Street Address)  
(City, State, Zip Code)

This contract constitutes the complete understanding of the parties hereto with respect to the subject matter and may be modified or amended only by a written instrument executed by the parties.

IN WITNESS WHEREOF, the parties hereunto set their hands:

(AGENCY NAME)

RESOURCE BOARD

By: \_\_\_\_\_  
Agency Representative

By: \_\_\_\_\_  
RESOURCE BOARD Chair

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_