

PUBLIC NOTICE

CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI REGULAR MEETING BOARD OF ALDERPERSONS VIA VIDEO/TELECONFERENCE THURSDAY, OCTOBER 1, 2020 7:30 – 9:30PM

Notice is hereby given that the City of Bellefontaine Neighbors (“City”) will hold a special Board of Alderpersons meeting on Thursday, October 1, 2020, 7:30 p.m. via video/teleconference.

In view of the COVID-19 pandemic, and the Federal, State, County, and City Emergency Declarations, and in accordance with the provisions of Sec. 610.020, RSMo., the City acknowledges that it would be dangerous and impractical, if not impossible, for this meeting to be physically accessible to the public. The City also recognizes the need for the public’s business to be attended to in order to protect the public health, safety, and welfare. In order to balance the need for both continuity of government and protection of the health and safety of our residents, business persons and employees, this meeting of the Board of Alderpersons will not be open to public attendance in person. **THE MEETING WILL BE ACCESSIBLE BY THE PUBLIC IN REAL TIME ONLY BY A VIDEO/TELEPHONE CONFERENCE CALL VIA ZOOM. THE INSTRUCTIONS TO JOIN ARE BELOW:**

To Join the meeting by via website:

- (1) Go to Zoom at <https://zoom.us>**
- (2) Select Join a Meeting**
- (3) Enter Meeting ID: 825 620 8214**
- (4) Enter Password: 4i85eK**

To Join the meeting by phone call (audio):

- (1) Call 1 312 626 6799 US (Chicago)
1 646 558 8656 US (New York)**
- (2) Enter Meeting ID: 825 620 8214**
- (3) When prompted, enter the Pass Code 452739**

THE AGENDA FOR THIS BOARD MEETING IS SET FORTH HEREIN.

Instruction for providing public comments: Persons interested in making their views known on any matter will be able to speak during the video/teleconference meeting under “Public Comments.” In addition, anyone may send an email with their comments to the City Clerk at FStevens@cityofbn.com by no later than Thursday, October 1, 2020 by 12:00 p.m. All comments received by email will be entered into the public record and publicly read as time allows. All emailed comments will also be distributed to the entire Board at or before the meeting. Thank you for your understanding and patience as we all try to get through these unprecedented times.

POSTED: SEPTEMBER 29, 2020 @ 5:00 P.M.

BY: CITY CLERK

**REGULAR BOARD MEETING
THURSDAY – OCTOBER 1, 2020 – 7:30 – 9:30PM**

**BELLEFONTAINE NEIGHBORS BOARD OF ALDERPERSONS
WILL CONVENE FOR THE ABOVE REFERENCED MEETING
VIA ZOOM.**

AGENDA

1. CALL MEETING TO ORDER
2. ROLL CALL
3. APPROVAL OF AGENDA
4. PRESENTATION OF UNAPPROVED MINUTES: REGULAR MTG.-8/20/2020, SPECIAL MTG.-8/27/2020
REGULAR MEETING 9/3/2020, REGULAR MEETING 9/10/2020 & SPECIAL MEETING 9/17/2020
5. MEETING OPEN TO PUBLIC: (With a 3-minute time limit).
6. COMMISSION AND BOARD REPORTS:
 - A. PUBLIC SAFETY COMMITTEE
 - B. YOUTH COMMISSION
 - C. IMAGE & BEAUTIFICATION
 - D. PARKS & RECREATION BOARD
7. PLANNING & ZONING REPORT – CONDITIONAL USE PERMIT FOR AN IN-HOME CHILD CARE AS A HOME
OCCUPATION-MS. TOYA STEED-9961 NORTHAMPTON DRIVE
8. APPROVAL OF INVOICES OVER \$500
9. CHIEF OF POLICE
10. CITY ATTORNEY
11. UNFINISHED BUSINESS
 - A. FAMILY DOLLAR LIQUOR LICENSE
 - B. CARNIVAL INVESTIGATION
 1. FORGERY CASE
 2. ORDINANCE VIOLATION
12. NEW BUSINESS
 - A. BILL NO. 2020-2598, AN ORDINANCE APPROVING AND AUTHORIZING
EXECUTION OF A CONTRACT WITH PREFERRED RESOURCE NETWORK, INC
d/b/a PERSONAL ASSISTANCE SERVICES FOR EMPLOYEE ASSISTANCE PROGRAM
INTRODUCED BY ALDERMAN CARROLL
 - B. INVESTIGATION OF COMPLANT AGAINST AN ELECTED OFFICIAL
 - C. ORDINANCE VIOLATION OF OVER \$500
 - D. CARESSTL AND FAITH FOR THE SAKE OF ALL - FREE COVID19 – ALDERWOMAN TATMAN
13. REPORT OF MAYOR
 - A. APPOINTMENT – PUBLIC SAFETY COMMISSION – BRUNETTE WATSON
14. REPORT OF ALDERMEN
15. MEETING OPEN TO PUBLIC: (With a 3-minute time limit).
16. ADJOURNMENT

Notice is hereby given that on the 1st day of October 2020, subject to a motion duly made and adopted, the Board of Aldermen may hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: Legal Actions, Causes of Action, Litigation or Privileged Communications between the City's Representatives and its Attorneys (Sec.610.021(1)); Lease, Purchase or sale of Real Estate (Sec. 610.021(2)); Hiring, Firing Disciplining or Promoting Employees (Sec.610.021(3)); preparation for negotiations with employee groups (Sec. 610.021(9)); Bidding Specifications (Sec.610.021 (11)); and/or Proprietary Technological Materials (Sec. 610.021(15)).

POSTED: SEPTEMBER 29, 2020 AT 5:00PM

INTRODUCED BY ALDERPERSON CARROLL

BILL NO. 2598

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING EXECUTION OF A CONTRACT WITH PREFERRED RESOURCE NETWORK, INC. d/b/a PERSONAL ASSISTANCE SERVICES FOR EMPLOYEE ASSISTANCE PROGRAM.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF BELLEFONTAINE NEIGHBORS, MISSOURI, AS FOLLOWS:

SECTION 1. The Board of Aldermen hereby approves, and authorizes the Mayor to execute, on behalf of the City of Bellefontaine Neighbors, a Contract with Preferred Resource Network, Inc., d/b/a Personal Assistance Services for an employee assistance program (the "Contract"), which Contract shall be in substantially the form attached hereto as **Exhibit A**, with such reasonable changes therein that are consistent with the intent and purposes hereof and as approved by the Mayor and the City Attorney.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and approval by the Mayor.

PASSED BY THE BOARD OF ALDERMEN FOR THE CITY OF BELLEFONTAINE NEIGHBORS THIS _____ DAY OF _____, 2020.

Presiding Officer

Attest:

Fran Stevens, City Clerk

APPROVED THIS _____ DAY OF _____, 2020.

Tommie L. Pierson, Sr., Mayor

Attest:

Fran Stevens, City Clerk

AGREEMENT

THIS AGREEMENT, effective the 1st day of September, 2020, by and between Preferred Resource Network, Inc. dba Personal Assistance Services, a private corporation with its principal place of business at 9735 Landmark Parkway, Suite 17, St. Louis, MO 63127 on behalf of itself and all of its divisions and affiliates, as the same may be constituted from time to time, (hereinafter referred to as "PAS") and CITY OF BELLEFONTAINE NEIGHBORS with its business office at 9641 BELLEFONTAINE ROAD, ST. LOUIS, MISSOURI, 63137 on behalf of itself and all its affiliates and subsidiaries (hereinafter referred to as "CUSTOMER").

WHEREAS, CUSTOMER is desirous of establishing an Employee Assistance Program (EAP) for its employees and their family members hereinafter referred to as "Subscribers", and;

WHEREAS, PAS is a professional firm specializing in EAP service provision and has a trained staff (consisting of employees and of Affiliate Providers as hereinafter defined) to provide EAP services to CUSTOMER Subscribers, and;

WHEREAS, PAS is desirous of providing an EAP as required by CUSTOMER;

NOW, THEREFORE, in consideration of the mutual terms, conditions and covenants hereinafter set forth, the parties agree as follows:

TO-WIT:

ARTICLE I - TERM OF CONTRACT

1.1 Contract Term. The initial term of this Agreement shall be for a period of three (3) years commencing on the 1st day of September 2020 and continuing up to and including August 31, 2023. Thereafter, this Agreement shall automatically renew upon its expiration for successive one (1) year periods unless sooner terminated in accordance with the provision below.

1.2 Amendment or Termination. Either party may terminate or amend this Agreement upon providing the other party with at least ninety (90) days prior written notice. The rate will be subject to renegotiation in the event that the overall rate of utilization of services exceeds 10% or there is a significant change in the plan design.

ARTICLE II - COMPENSATION

2.1 Consideration. CUSTOMER shall pay PAS a monthly capitated fee of Two Dollars and Sixty-Two Cents (\$2.62) per employee, payable in monthly installments which shall constitute full and complete compensation for services under this Agreement. Services

Exhibit A

are available to full-time employees. The parties agree that the number of eligible employees covered under this Agreement may change over time and that the fee will be pro-rated and adjusted accordingly.

2.2 Billing. PAS shall send an itemized bill to:
LORI LENZ
FINANCE DEPARTMENT
CITY OF BELLEFONTAINE NEIGHBORS
9641 BELLEFONTAINE ROAD
ST. LOUIS, MISSOURI, 63137

2.3 Payment. Remittance is due upon receipt of the invoice – net 10 days to Preferred Resource Network, Inc. d/b/a Personal Assistance Services, 9735 Landmark Parkway, Suite 17, St. Louis, MO 63127, Fed. ID 43-1613278.

2.4 Limitation of Payment. CUSTOMER will compensate PAS for the amount specified in 2.1 above and 3.4.B below.

2.5 Form of Payment. CUSTOMER agrees to pay all fees for services under this Agreement by check or ACH transfer. Payments for services by credit card, third-party electronic payment processor or electronic settlement network require amendment to this Agreement and fee adjustment.

ARTICLE III - SCOPE OF SERVICES

3.1 EAP Plan Administration.

A. Confidentiality. PAS will preserve the confidentiality of EAP counseling and referral records, and discussions with CUSTOMER and Subscribers. PAS will assure the confidentiality of Subscriber communications, and comply with all applicable state and federal privacy and confidentiality laws, including, but not limited to, Public Laws 91-616 and 92-255; the Drug Abuse Office and Treatment Act of 1972, 21 USC 1175; the Comprehensive Alcohol Abuse and Alcoholism Treatment and Rehabilitation Act of 1970, 42 USC 4582, the Privacy Act of 1974, Public Law 93-579, 5 USC 552A, Public Law 104-191 (Health Insurance Portability and Accountability Act), 45 CFR §160 and §164 (“The Privacy Rule”), and other applicable regulations.

B. Special Applicability of The Privacy Rule Contained in Public Law 104-191 (Health Insurance Portability and Accountability Act), 45 CFR §160 and §164. To the extent that EAP provides treatment (as defined at 45 CFR §164.501 of the Privacy Rule) of any Subscriber, EAP shall be deemed a Covered Entity and not a Business Associate, and shall not use or disclose (“disclosure” as defined in the Privacy Rule) any Subscriber’s Individually Identifiable Health Information (as defined in the

Privacy Rule and hereafter referred to as Protected Health Information) to CUSTOMER, including its Human Resource Department, except as specifically permitted by the Privacy Rule.

C. EAP Liaison. CUSTOMER will appoint an EAP Liaison, who will interface with PAS to give exposure to, monitor and promote the utilization of the program by Subscribers. CUSTOMER shall have the right to designate a substitute person as EAP Liaison from time to time upon notification to PAS and may change the same from time to time.

D. Quarterly Reporting. PAS will provide CUSTOMER quarterly reports on the use of the services. Said report will include the number of Subscribers using the service, the type of problem involved, sources of referral, and other descriptive data. In making such a report, names and other identifying information will not be used.

E. Client Satisfaction Evaluation. Evaluation of PAS by those participating in PAS services shall be achieved through anonymous questionnaires and surveys. CUSTOMER and PAS shall develop a mutually acceptable evaluation feedback system.

F. Medical Benefit Plan Information. CUSTOMER will provide PAS with a copy of CUSTOMER current behavioral health summary plan description and any changes thereto made during the term of this Agreement as well as other Subscriber benefit information that will assist PAS in making referrals for subsequent treatment.

G. Continued Services After Contract Expiration/Termination. In the event of contract expiration or termination, PAS will provide assessment, consultation and follow-up services for those Subscribers utilizing PAS prior to contract expiration or termination of this Agreement. Such services will be provided until the case is resolved or successfully referred.

H. Continued Services After Subscriber Separation. PAS will provide assessment, consultation and follow-up services to Subscribers upon separation for up to thirty (30) days after separation and until the case is resolved or successfully referred. In the event that CUSTOMER elects to continue coverage to separated employees for longer than thirty days, CUSTOMER will notify PAS by submitting an eligibility file to PAS and including the separated employees in the eligible employee count for the applicable billing period.

3.2 Counseling Services. PAS and its affiliates shall provide EAP case management services to CUSTOMER and Subscribers as requested by CUSTOMER, in

accordance with Paragraph 3.2, Items A through D herein. The services shall include the following:

A. Service Design. PAS agrees to provide EAP counseling services for Subscribers designated from time to time by CUSTOMER. Such services shall include assessment, referral, and/or solution-focused brief counseling for personal problems, including, but not limited to, chemical dependency, mental health problems, marital and relationship issues, family problems, financial and legal difficulties. These services will include telephonic or office-based sessions with a PAS case manager to assess the problem, provide brief counseling and/or refer the individual, if necessary, to an appropriate community resource, and to follow-up with the Subscriber. In the state of California, sessions are limited to 3 in any 6-month period per law. Fees for professional services rendered outside the EAP system (i.e. not provided directly by PAS or its designated Affiliate Providers) will be the responsibility solely of the Subscriber. PAS shall neither solicit, charge, nor accept any payment of fees from the CUSTOMER Subscribers for EAP services provided.

PAS further agrees to provide services including assessment, treatment recommendations, provider referrals and case management for employees referred to PAS by CUSTOMER as part of a performance improvement process and/or in compliance with the CUSTOMER's Drug-Free Workplace policies and/or the Department of Transportation (DOT) Drug and Alcohol Testing Regulations 49 CFR Part 40 and/or in compliance with employer-specific mandated EAP services mutually agreed upon by PAS and CUSTOMER.

B. Staff Credentials. PAS agrees to provide experienced, licensed and fully credentialed counselors from professionally recognized mental health disciplines to provide EAP counseling services. PAS staff is capable of assessing and treating a wide range of Subscriber problems including, but not limited to, psychological issues, substance abuse, relational conflicts, and family problems.

C. Affiliate Providers. PAS shall maintain a network of appropriate community resources, care providers and professional counselors hereafter referred to as "Affiliate Providers", to provide assessment, referral and emergency treatment on an independent contractor basis with PAS for Subscribers in geographic areas where PAS does not have employees or to meet special needs. PAS agrees to provide experienced, licensed and fully credentialed affiliate counselors from professionally recognized mental health disciplines to provide EAP counseling services. Affiliate providers are capable of assessing and treating a wide range of

Subscriber problems including, but not limited to, psychological issues, substance abuse, relational conflicts, and family problems.

D. Service Availability. PAS shall provide 24-hour, 7-day a week phone answering capability and an after-hours Crisis Intervention Service. Consultation will be provided by day, evening or weekend appointments. Arrangements for an appointment will be made for the caller's convenience to the greatest extent possible.

3.3 Life Management Services. PAS and its affiliates shall provide Life Management services to CUSTOMER and Subscribers as requested by CUSTOMER, in accordance with Paragraph 3.3, Items A through P herein. The services shall include the following:

A. Elder care Consultation and Care Management. Subscribers requesting assistance with elder care concerns will be assisted by PAS and its affiliated staff of geriatric care managers and financial consultants. Elder Care managers are available to families through telephonic consultation. The benefit covers up to two (2) hours of Care Coordination (consultation with family members and caregivers; needs assessment and development of a customized plan with options for care; referral to community resources to help an older person living at home; independent/retirement community, residential/assisted living, and nursing home placement assistance; support for long distance caregivers; crisis intervention and prevention) and/or Financial Consultation (assessment of Medicaid and Medicare eligibility for home-based and facility-based care; Medicare Part D, Supplement/Medigap, and Advantage plan advice and assistance; assessment of Veteran's benefits eligibility; Medicaid planning and asset protection).

B. Child/Elder Care Resource and Referral. PAS Subscribers requesting assistance with child care concerns will be assisted by PAS and its affiliated Dependent Care Specialists (DCS) to assess their needs and explore options. PAS has contracted with a dependent care information and referral service that maintains a database of state licensed vendors to provide child care and elder care services. In addition to sending a detailed list of available care resources according to geographic request, the benefit also covers an enhanced personalized Parent Information Packet or Caregiver Information Packet at no cost to the Subscriber. The service seeks to educate caregivers to make informed care decisions. PAS also provides assistance in locating adoption related resources.

C. Legal Consultation. Legal Consultation is provided in partnership with PAS affiliated attorneys. PAS Subscribers requesting assistance with non-

employment related legal concerns are transferred to our Legal Services Call Center for an assessment to determine the appropriate services needed to address the Subscriber's concern. The service options include either a telephonic consultation with an attorney in their state or a referral for an in-person consultation with an attorney in the Subscriber's local area. The initial consultation in both service options is provided to the Subscriber at no cost. If the Subscriber chooses to retain the services of the in-person attorney any additional services beyond the initial assessment will be the financial responsibility of the Subscriber. The in-person attorney will offer the Subscriber rates at a discount of 25% below their usual and customary fees.

D. Tobacco Cessation Coaching. PAS provides telephonic access to tobacco cessation coaches who provide support and education for Subscribers who are considering quitting smoking or using smokeless tobacco and help Subscribers plan, take action, and maintain lifestyle changes through the process of quitting. In addition, informational workbook materials are provided to help Subscribers reach their goals and stay quit.

E. Weight and Nutrition Consultation. Participants receive up to three (3) hours of telephonic access to registered dietetic specialists who provide personalized guidance to help Subscribers improve their wellness and quality of life. The team of dieticians provides education and support to help with: managing weight, meal planning and healthy cooking, developing nutritional strategies to prevent or control health conditions such as diabetes, osteoporosis, high cholesterol, high blood pressure, food intolerances, healthy eating for athletes.

F. Financial Consultation. PAS provides financial consultation through a reputable national financial counseling service staffed by qualified financial specialists. Participants requesting information and strategic advice about financial planning priorities, investments, budgeting, debt and loan consolidation, estate settlements, retirement planning, insurance, tax considerations, and general financial information receive access to financial specialists via telephonic consultation.

G. Education Planning Services. PAS provides telephone access to a college specialist to assess and review each caller's situation, discuss the options available and conduct a thorough research of undergraduate, continuing education, graduate or vocational/technical school programs that meet the parameters of the caller's requests. A packet will be mailed to the caller that may include information on

preparing for and financing college, enrollment dates, costs, application fees, housing, degrees offered, student activities, available scholarships, financial aid.

H. Will Preparation. This service provides participants with online access to simple individual and spousal will forms including: Last Will and Testament with downloadable forms and instructions, Living Will/ Advance Health Directives with downloadable forms and instructions. Once completed online, the documents may be downloaded, signed, witnessed and notarized and then kept in a safe place. Participants may access the PAS Legal Consultation service to answer general questions about wills. If user's needs and circumstances are beyond the parameters of a Simple Will as defined by user's state, user will receive a 25% discount from the attorney's hourly rate.

I. Retirement Consultation. Skilled retirement coaches provide up to three (3) hours of telephonic consultation that concentrates on the many areas of retirement that are non-financial. Participants are supported throughout the consultation process with educational material and self-study worksheets.

J. Parenting/Education Consultation. Caregivers of children 0-18 years of age have the opportunity to receive up to three (3) hours of telephonic consultation with a team of certified allied health professionals whose expertise includes child development, behavior modification, speech-language, sensory processing, education (both special and gifted), and Individualized Education Plan (IEP) processes. After a comprehensive interview to gather pertinent details of the caregiver's concerns, the parenting consultants provide information and guidance in understanding typical and atypical development and suggest strategies and resources to address those concerns.

K. Health Coaching. PAS provides up to three (3) hours of telephonic consultation from health coaches to assist participants with health concerns to improve their quality of life. Health coaches provide education and self-help tools on health condition management; tips to effectively communicate with treatment providers; using nutrition and exercise to improve overall wellness; finding answers to questions regarding diagnoses, testing, medications and procedures; learning ways to live well with illness and support to adapt positively to life changes.

L. Identity Theft. Participants receive a telephonic consultation with an Identity Theft Recovery Specialist who explains what identity theft is, how to prevent identity theft and how to recover from it. Participants will receive informational handouts, verbal instructions on how to restore identity and informational tip sheets.

M. Care Diary Caregiver Management Tool. Online caregiver management tool that includes informational and educational content written by caregiver, medical and allied health experts; social network for caregiver support; and a secure portal to help participants gather, organize and communicate important information needed to manage caregiving responsibilities. The secure portal manages appointments and provider contact information, medical care history, medication regimens, important care authorization documents, and task assignments with the designated care circle involved in the care of loved ones.

N. Career Coaching. PAS provides telephonic access to skilled career coaches who guide subscribers through a personal assessment of skills, competencies and interests using a variety of career measurement tools. This service includes up to three (3) hours of telephonic consultation in techniques for networking internally including conferring with management and Human Resources, using posted job descriptions as a source for exploration, conducting informational interviews to learn more about CUSTOMER functions and preparing for the internal interview.

O. Organization and Productivity Coaching. PAS provides telephonic consultation of up to three (3) hours with a PAS organizer coach to assist in developing time management skills, developing strategies to organize home, office and digital media.

P. Life Coaching. PAS provides telephonic consultation of up to three (3) hours with a PAS coach to assist Subscribers to identify and achieve goals, make changes that improve overall well-being, consider options when making a significant decision or life transition, and stay focused on their core values and passions.

Q. Fitness Coaching. PAS provides up to 3 hours of telephonic access to fitness coaches who provide personalized guidance to assess fitness status, health consideration and fitness goals, assist in designing a structured exercise program, develop and achieve goals related to fitness, health and wellness, teach correct exercise methods through demonstration, explanation and cueing (when video is possible), overcome challenges and obstacles to achieving goals, and consult on nutritional requirements to support a healthy lifestyle.

R. Homebound Education Coaching. PAS provides up to 3 hours of telephonic access to homebound education specialists to support parents whose children are engaged in virtual classroom learning, home schooling or other hybrid education models. Parents receive coaching to help children transition to online and/or homebound learning, create a schedule that works for the whole family,

coordinate schedules for multiple children and different grade levels, align projects and resources, select additional topics and areas of study, locate and utilize optional learning resources, and balance education and remote work.

S. On-Line EAP Services. PAS provides Subscribers with a variety of on-line services that include LifeTools and Resource centers, management services, on-line training, PASWord Express newsletter, workplace support handouts (illness, death, disaster, drug free workplace, guidelines for substance abuse referrals, supervisory referral continuum), and PAS-It-On human resource management newsletters.

T. WayForward digital engagement platform. The WayForward platform Subscriber features include mental health/well-being screening, access to self-paced cognitive behavioral therapy and mindfulness exercises. option to text with a coach, request additional services or speak directly with a licensed PAS counselor, and feedback on progress toward personal goals. CUSTOMER receives monthly aggregate reporting on platform engagement, areas of mental health concern for Subscribers who have completed the mental health assessment, and aggregate outcomes for Subscribers who complete educational and therapy modules. wayForward is only available to residents of the US.

3.4 Organizational Services. PAS and its affiliates shall provide organizational services to CUSTOMER and Subscribers as requested by CUSTOMER, in accordance with Paragraph 3.4, Items A through C herein. The services shall include the following:

A. Policy and Procedure Development. PAS agrees to assist CUSTOMER in updating, as necessary, a policy regarding personal problems that affect on-the-job work performance, which is coordinated with CUSTOMER existing general personnel policies and performance management procedures. PAS will maintain procedures for access to the EAP that best meet the needs of CUSTOMER. Referral procedures will be developed for Subscriber self-referral, supervisory referral/job performance referral, and medical/drug-free workplace referral.

B. Orientation and Training. Up to one (1) hour of on-site services (personal and professional development seminars, on-site counseling services, critical incident services) are included each plan year at no charge. Additional on-site services may be purchased for a fee of \$250 per hour. Travel fees and cancellation fees, customization and training development fees may apply. CUSTOMER may request any of the following types of on-site services below:

- Personal and Professional Development seminars
- On-Site Critical Incident Management Services - on-site counseling services, critical incident debriefing services

- On-site Health Fair Participation
- Employee and supervisory orientation to acquaint with EAP and procedures for using EAP
- On-site management consultations

C. EAP Awareness Activities. With prior approval of appropriate CUSTOMER personnel, PAS will provide ongoing EAP communication materials in electronic format for CUSTOMER's use in promoting the EAP. These may include: bulletin board displays, handouts, flyers, wallet cards, newsletters, posters, postcards, suggested letters for home mailings, etc. Customization, printing, mailing and shipping fees may apply.

3.5 Incentivized Services. Except as provided by Amendment or separate Agreement Rider, CUSTOMER will not promote the use of Services through financial or other incentives or rewards to Participants ("Incentivization of Services"). Management referrals of employees for workplace or personal concerns are not incentivized. Fees for Incentivized Services are negotiated separately and attached to this Agreement by separate Rider.

3.6 Excluded Services. The following services are not provided by PAS:

- Psychological, educational, neurological or psychiatric testing
- Long-term or specialized psychological treatment for complicated diagnoses
- Aversion therapy, hypnotherapy, or biofeedback
- Medical care, including psychiatric care, medication and medication management
- Inpatient or facility-based care
- Remedial and social skills education services, (such as treatment or services for cognitive rehabilitation, behavioral training, language disorders, learning disorders, etc.)
- Evaluations required by any government entity or official
- Court-mandated counseling, evaluations to be used in child custody proceedings, worker's compensation proceedings, criminal proceedings, or any other type of legal action
- Testimony in legal proceedings and reporting for legal purposes
- Evaluations for fitness for duty determinations
- Preparation of documentation for determination of disability, FMLA documentation, excuses for leave of absence or time off
- Assessments of ability to return to work after leave of absence

- Services by providers who are not in PAS' provider network
- Preparation of income taxes or consultation on tax audits
- Legal representation
- Legal consultation regarding work-related issues; guidance on workplace issues when the Subscriber sues, or threatens to sue CUSTOMER or another employer

ARTICLE IV - LIABILITY

4.1 Insurance. PAS and its Affiliate Providers agree to maintain in full force and effect during the term of this Agreement, and all subsequent extensions or renewals hereof, insurance described as follows:

- Worker's Compensation - As required by the law of the State in which they do business.
- Public Liability - Limits of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence and \$500,000.00 property damage per occurrence to protect PAS against claims for personal injury to or death of one or more than one person and property damage claims that may occur as a result of operations under this Agreement.

4.2 Hold Harmless. PAS agrees to defend, indemnify and hold harmless CUSTOMER, its officers, directors, employees and Participants, from and against any and all claims, damages (including attorney's fees and costs) caused by a negligent act or omission of PAS, its employees, its Affiliate Providers, officers or directors. CUSTOMER agrees to defend, indemnify and hold harmless PAS, its officers, directors and employees, from and against any and all claims, damages (including attorney's fees and costs) caused by a negligent act or omission of CUSTOMER, its employees, officers, and directors.

ARTICLE V - COMPLIANCE WITH LAW

5.1 Compliance. PAS, its employees, Affiliate Providers and affiliates shall comply with all Federal, State and local laws, ordinances and regulations applicable to the services performed under this Agreement.

5.2 Choice of Law. The laws of the State of Missouri shall govern this Agreement.

ARTICLE VI - GENERAL TERMS AND CONDITIONS

6.1 Nondiscrimination of Employment. PAS shall not discriminate against any employee or applicant for employment because of race, religion, sex, age, marital status,

veteran's status, national origin, or handicap. PAS shall take affirmative action to ensure that employees are treated during their employment without regard to race, religion, sex, age, marital status, veteran's status, national origin, or handicap. Such action shall include, but not be limited to, the following: employment upgrading, demotion or transfer; rates of pay or other forms of compensation; and selection for training including apprenticeship.

6.2 Independent Contractor. The relationship of PAS to CUSTOMER shall be that of an Independent Contractor and no principal-agent or employer-employee relationship is created by this Agreement.

6.3 Assignment of Agreement. This Agreement is not assignable by either party without written consent of the other; but this clause shall not be deemed to preclude PAS from contracting with Affiliate Providers as set forth in Article III, Section 3.2, Paragraph C above for services to be rendered to employees in geographic areas where PAS does not have employees.

6.4 Changes in Agreement. This Agreement may be amended only upon the written agreement of CUSTOMER and PAS. Notice to the parties shall be mailed to their respective principal offices. Notice to CUSTOMER shall be sent to the attention of the EAP Plan Administrator (as set forth in Article III, Section 3.1, Paragraph C above) and notice to PAS shall be sent to the attention of the President.

6.5 Copyright Notice. CUSTOMER agrees to apply the proper copyright notice as required by PAS upon the title page or other designated location of any training manuals or other authored works prepared by CUSTOMER that incorporate PAS copyrighted materials, as supplied to CUSTOMER under the terms and conditions of this Agreement. Such notice as advised shall be applied to all said materials for CUSTOMER usage in performance under this Agreement, and said notice shall be imprinted upon all of the original materials, or any subsequent printings thereof, made under this Agreement.

6.6 Extraordinary Circumstances. Neither party hereto shall be held responsible for delay or failure to perform hereunder when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, or other circumstances which cannot reasonably be forecast or provided against.

6.7 Steps to Cure Breach. This Agreement may be terminated by the non-breaching party at any time for a breach of any of the material terms of this Agreement, if such breach shall remain uncorrected for a period of fifteen (15) days following written notice of said breach by the non-breaching party to the breaching party.

6.8 Severability. All agreements and covenants contained herein are severable and in the event any of them shall be held to be invalid by any competent court, this

contract shall be interpreted as if such invalid agreements or covenants were not contained herein.

6.9 Benefit. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective legal representatives and assigns. No person not a party to this contract, including Subscribers, shall have any ability to enforce the terms hereof, or claim any legal right hereunder, it being the intent of the parties hereto to negate any such third-party beneficiary claim. CUSTOMER warrants and represents that it has full authority to act on behalf of all its subsidiaries, as the same may be constituted from time to time, with respect to all matters herein contained.

6.10 Standard Form Contract. This Contract is a standard form prepared by PAS. If any of the terms hereof are varied in any manner, whether by insertion, deletion or otherwise, this Agreement shall not be binding upon PAS until the changes are reviewed and approved by PAS' legal counsel or executed by PAS.

6.11 Enforceability. A signed facsimile, photocopy or electronic copy of this Agreement shall be enforceable as if such facsimile, photo copy or electronic copy was an original.

6.12 Survivability. The terms and provisions of Article III, Section 3.1, Paragraphs A and B, and Article IV, Section 4.2 shall survive the termination of the Agreement.

6.13 Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter and may not be amended, modified, altered or varied except by an agreement in writing signed by the parties. All prior representations whether written or verbal are merged herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year written below.

PREFERRED RESOURCE NETWORK, INC.
dba PERSONAL ASSISTANCE SERVICES

CITY OF BELLEFONTAINE NEIGHBORS

BY: ^{DocuSigned by:}
Susan Skinner
4D190BF9AF3C42D...

BY: _____

Its: President

Its: _____

DATE: 8/31/2020

DATE: _____

Certificate Of Completion

Envelope Id: 962C27EE34104598849392EE337A653C
Subject: Please DocuSign: 2020 AGREEMENT_CITY OF BELLEFONTAINE.docx
Source Envelope:
Document Pages: 14 Signatures: 1
Certificate Pages: 5 Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:
Eileen Schmitz
9735 Landmark Parkway
Suite 17
St. Louis, MO 63127
eeschmitz@paseap.com
IP Address: 107.77.208.106

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Status: Original
8/31/2020 2:53:39 PM

Holder: Eileen Schmitz
eeschmitz@paseap.com

Location: DocuSign

Signer Events

Susan Skinner
spskinner@paseap.com
President
Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:
Susan Skinner
4D190BF9AF3C42D...

Signature Adoption: Pre-selected Style
Using IP Address: 99.46.206.199

Timestamp

Sent: 8/31/2020 3:05:20 PM
Viewed: 8/31/2020 4:03:24 PM
Signed: 8/31/2020 4:03:43 PM

Electronic Record and Signature Disclosure:
Accepted: 8/31/2020 4:03:24 PM
ID: 73e9e639-e89a-4e96-b047-61b8ac860226

Jeremy Ihler
jihler@cityofbn.com
Security Level: Email, Account Authentication
(None)

Sent: 8/31/2020 4:03:46 PM
Viewed: 9/2/2020 9:56:04 AM

Electronic Record and Signature Disclosure:
Accepted: 9/2/2020 9:56:04 AM
ID: e01e01c7-1a23-49f9-a624-308d1b3a8c45

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Lisa Paschke
Impaschke@paseap.com
Security Level: Email, Account Authentication
(None)
Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Carbon Copy Events**Status****Timestamp**

Marcia Lunn

mjllunn@paseap.com

Security Level: Email, Account Authentication
(None)Electronic Record and Signature Disclosure:
Not Offered via DocuSign

Kelly Rector

kelly@dtdinsurance.com

Security Level: Email, Account Authentication
(None)Electronic Record and Signature Disclosure:
Not Offered via DocuSign**Witness Events****Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

Envelope Sent

Hashed/Encrypted

8/31/2020 4:03:46 PM

Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, Personal Assistance Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Personal Assistance Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: eeschmitz@paseap.com

To advise Personal Assistance Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at eeschmitz@paseap.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Personal Assistance Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to eeschmitz@paseap.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Personal Assistance Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to eeschmitz@paseap.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Personal Assistance Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Personal Assistance Services during the course of your relationship with Personal Assistance Services.

COVID-19 TESTING SERVICES AGREEMENT

THIS COVID-19 TESTING SERVICES AGREEMENT (this “Agreement”) is entered into as of the 22nd day of July, 2020 (“Effective Date”) by and between CareSTL Health (“FQHC”), a Missouri non-profit corporation with its principal offices at 5471 Dr. Martin Luther King Jr. Saint Louis, MO 63112, and (“Facility”) with its principal offices at please see pages 5 & 6 for a list of congregations (hereinafter also referred to individually as “Party” and together as “Parties”).

WHEREAS, FQHC is a nonprofit corporation operating as a community health center that provides, or arranges for the provision of, high quality, cost-effective, community- based comprehensive primary and preventive health care and related services to the residents of St. Louis City and St. Louis County, Missouri and its surrounding communities, regardless of the individual’s or family’s ability to pay for such services; and.

WHEREAS, Facility desires to contract with FQHC for the provision of COVID-19 testing services to its employees, clients, and/or members.

WHEREAS, FQHC desires to provide COVID-19 testing services to Facility’s employees and clients, and Facility desires to accept such services, according to the following terms and conditions.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is understood and agreed by and between the Parties hereto, as follows:

1. Definitions

- a. “Client” means any individual served by Facility who is eligible to receive Covered Services.
- b. “Covered Services” means COVID-19 testing services, including supplying test kits, collecting specimen, packaging and sending specimen to lab, and performing or arranging for lab processing, which shall be provided by FQHC to the employees and clients covered under this Agreement. Covered Services shall not include contact tracing.
- c. “Employee” means any individual employed by the Facility who is eligible to receive Covered Services.

2. Obligations of FQHC

- a. Provision of Covered Services. FQHC agrees to provide Covered Services to up to 5000 Facility Employees and/or Clients as set forth in the schedule set forth in Exhibit A, attached hereto and incorporated by reference (“Testing Schedule”). Employees and Clients must consent to such Covered Services and sign FQHC’s registration form, copies of which are attached hereto as Exhibit B and incorporated herein by reference (“Registration”) prior to receiving Covered Services. An Employee’s or Client’s

execution of the Registration is a condition precedent to the provision of Covered Services to the Employee or Client. FQHC will not provide Covered Services to Employees or Clients who decline testing or who otherwise refuse to complete the Registration form. FQHC will provide all necessary appropriately qualified, trained and supervised staff for the efficient administration of the Covered Services hereunder.

- b. Use of Name. Facility shall not use the name of the other Party in any promotional materials, press releases or other communications except as expressly stated in this Section 2(b). Facility is authorized to communicate regarding its testing program and policies to its employees, Clients, affiliates, government personnel, insurers, and other third parties, including without limitation, family members, guardians and other authorized representatives of Client and to identify FQHC as its test administration provider; provided, however, Facility shall first obtain FQHC's review and approval of any intended communication that identifies FQHC.
- c. Testing Site Reporting. FQHC will provide the results of Employee and Client testing to Facility provided that the respective Employee or Client has executed a HIPAA Authorization. Facility acknowledges and agrees that FQHC may contract with one or more unaffiliated clinical laboratories ("Labs") for processing of specimens and that such Labs will release test results to FQHC. FQHC shall not be liable for the acts or omissions of such unaffiliated clinical laboratories.
- d. Reporting to Public Health Authorities. Each Party shall comply with all requirements applicable to that Party to report positive test results to public health authorities.
- e. No Provider Patient Relationship. The Parties acknowledge and agree that FQHC's obligations shall solely be to provide the Covered Services as described in this Agreement and that neither FQHC, nor its health care providers, are establishing a patient/provider relationship with any of Facility's Employees or Clients by providing the Covered Services contemplated hereunder. For the avoidance of doubt, and without limiting the foregoing, FQHC is not acting as the medical provider for any Employee or Client receiving Covered Services hereunder and in no event shall FQHC or its health care providers be responsible, under the terms of this Agreement, for examining any Employee or Client or providing follow up care or treatment to any Employee or Client. Testing does not replace examination or treatment by Employee or Client's medical provider.

3. Facility's Obligations

- a. Designation of Testing Coordinator. Facility shall designate Reverend Gabrielle Kennedy, or her designee, 816-739-9589 ("Testing Coordinator") to coordinate all testing logistics with the FQHC prior to the testing as well as during the testing. FQHC shall work with Testing Coordinator to address any issues or concerns.
- b. Identification, Demographics and Management.

- i. Facility shall have the sole legal responsibility to identify, notify and coordinate testing for all Employees and Clients who are eligible to receive Covered Services by FQHC and shall ensure that such Covered Services are permissible under and that such identification process is conducted consistent with federal and Missouri laws and regulations including, without limitation, Equal Employment Opportunity Commission guidance on the Americans with Disabilities Act and coronavirus and with CDC guidelines, as applicable.
 - ii. FQHC shall be responsible for providing language translation services as requested by any Employee or Client receiving Covered Services.
 - c. Space and Logistics.
 - i. Facility and FQHC shall work together to provide the appropriate space, equipment and management of testing in accordance with the specifications made by FQHC as more particularly described in Exhibit C, attached hereto and incorporated herein by reference (“Testing Set Up Specifications”). At the end of each day, or other period of testing if shorter than a day, Facility shall be responsible for the timely and appropriate disassembling and decontaminating of the testing site including all space, furniture, equipment and supplies. FQHC shall also be responsible for safely discarding all used personal protective equipment (“PPE”), test kit supplies, and other disposables.
 - ii. Facility and FQHC shall schedule testing in a way to ensure Employees and Clients are organized and present for testing in a timely manner and to ensure efficient flow and to mitigate risk of cross-contamination among Employees and Clients.

4. Billing and Payment

- a. Billing. FQHC will invoice the client’s insurance provider for services rendered. If client does not have insurance, FQHC will offer insurance assistance to client through outreach team.
- b. Payment. FQHC will not receive any monies off-site for services rendered as infrastructure at temporary sites do not exist.
- c. No Inducement for Referrals. The Parties understand and agree that nothing in this Agreement is intended to require, nor requires, nor provides payment or benefit of any kind (directly or indirectly) for, the referral of individuals or business to FQHC by Facility.

5. Term and Termination

- a. Term. The initial term of this Agreement shall commence on the Effective Date and shall remain in effect for a term of three hundred sixty-five (365) days.

- b. Voluntary Termination. Either Party shall have the right to terminate this Agreement without cause at any time upon five (5) days advance written notice to the other Party.
- c. Involuntary Termination. This Agreement shall be terminated immediately by written notice upon the occurrence of any of the following:
 - i. By either Party if it is impacted by a force majeure to such an extent that such Party reasonably believes that the contracted services cannot be provided or carried out adequately; or
 - ii. By either Party if the other Party is in default under any terms of this Agreement and does not remedy that default following 48 hours written notice.
 - iii. By FQHC if it does not have the necessary amount of testing kits or PPE to safely provide Covered Services at Facility.
- 6. Indemnity Facility and FQHC shall have exclusive control of the management, assets, and affairs of their respective companies. Each of the Parties hereto shall be responsible only for its own acts and omissions with respect to its performance hereunder and neither Party assumes any liability for any debts or obligations of either a financial or a legal nature incurred by, nor for any act or omission of, the other Party to this Agreement. Facility shall indemnify and save harmless FQHC and FQHC's officers, directors, trustees, agents, employees and contractors from and against any and all actions, claims, liabilities, penalties, damages, expenses, and judgments of any kind, including fair and actual attorneys' fees and all court costs, which may be brought or made against FQHC or its staff members, or which FQHC may pay or incur, by reason of any injury or claim of injury to persons or property of any nature arising in whole or in part from any act or omission on the part of Facility provided that Facility shall have no liability for any injury or claim of injury to persons or property to the extent caused or contributed to by the willful misconduct of FQHC. All indemnities granted in this Agreement shall survive the expiration or earlier termination of this Agreement with respect to events occurring before said expiration or earlier termination.
- 7. Employee & Client Privacy The Parties shall maintain the privacy and security of individually identifiable patient health information of all Employees and Clients in accordance with all relevant state and federal laws and regulations, including, but not limited to, the privacy and security standards of the Health Insurance Portability and Accountability Act of 1996 set forth at 45 CFR parts 160, 162, and 164, and agree to take such actions as necessary and appropriate in connection therewith. The Parties agree that this Section shall survive the termination of this Agreement.
- 8. Relationship of the Parties This Agreement creates an independent contract relationship between FQHC and Facility solely for the purpose of the arrangement for

and provision of Covered Services to Employees and Clients; and this Agreement shall not constitute the formation of a partnership, joint venture, employment or master-servant relationship between FQHC and Facility.

9. Notices Any notices permitted or required by this Agreement will be deemed made on the day personally delivered in writing (printed or electronically) or mailed by certified mail, postage prepaid, to the other Party at the address set forth below or to such other person and address as either Party may designate in writing:

To FQHC:
James Paine Jr., Ph.D.
Chief Operating Officer
CareSTL Health
5471 Dr. Martin Luther King Drive
St. Louis, MO 63112
314-367-5820 ext. 2286
314-296-2827 (cell)
jpaine@carestlhealth.org

To Facility:

Name

Address

Address

10. Severability If any clause or provision herein shall be judged invalid or unenforceable by a court of competent jurisdiction or by operation of any applicable law, it shall not affect the validity of any other clause or provision but shall remain in full force and effect. Each provision of this Agreement shall be enforceable independently of any other provision of the contract and independent of any other claim or cause of action.
11. Governing Law This Agreement shall be construed and enforced in accordance with the laws of the State of Missouri and the Parties agree that any disputes between them arising hereunder shall be determined exclusively by arbitration conducted in St. Louis City or St. Louis County, Missouri under the rules and procedures of the American Arbitration Association.
12. Waiver of Breach The failure of either Party at any time to require the performance of the other of any of the provisions herein shall in no way affect the rights of the Parties to enforce the same nor shall the waiver by either Party of any breach of any provisions hereof be construed to be a waiver of any succeeding breach or as a waiver or modification of the provision itself.
13. Complete Agreement This Agreement supersedes all prior agreements and understandings between the Parties and may not be modified or terminated orally. No modification, termination or attempted waiver shall be valid unless in writing and signed by the Party against whom the same is sought to be enforced.

14. Assignment, Binding Effect The benefit of this Agreement may not be assigned without the written consent of FQHC and Facility. Subject to the foregoing limitations upon assignment, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

15. Supervening Law Any provisions of law that invalidate or otherwise are inconsistent with the terms of this Agreement, or would cause one or both of the Parties to be in violation of the law, shall be deemed to have superseded the terms of this Agreement; provided, however, that the Parties shall exercise their best efforts to accommodate the terms and intent of this Agreement to the greatest extent possible consistent with the requirements of the law.

16. Books and Records The Parties hereby agree to make available for a period of ten (10) years after furnishing of services under this Agreement, upon written request of the Secretary of the U.S. Department of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, this Agreement and any of the Parties' books, documents, and records that are necessary to certify the nature and extent of costs incurred by FQHC pursuant to this Agreement.

17. Counterparts This Agreement may be executed in any number of counterparts, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument. Signatures provided by facsimile or in portable document format (a/k/a pdf) shall be as binding as original signatures.

18. Survival The duties and responsibilities of the Parties expressly stated in this Agreement to survive termination and all other duties and responsibilities that by their nature are intended to survive termination of this Agreement shall so survive.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date first above written.

“FQHC”
 By: _____
 Printed Name: _____
 Title: _____

“Facility”
 By: _____
 Printed Name: _____
 Title: _____

EXHIBIT A

TESTING SCHEDULE FOR THE CURRENT SEASON

**NAME, DATE, TIME
ADDRESS
PASTOR/CONTACT**

EXHIBIT B

COVID-19 Required Registration Information

SSN: _____

Name: _____

DOB: _____ Gender: _____ Race: _____

Street Address: _____

State: _____ City: _____ Zip Code: _____

Phone #: _____ Alternate: _____

Email: _____

Primary Care Provider Info: _____

Phone: _____

Health Insurance

Subscriber: Self _____ Spouse _____ Dependent Child _____ (age 16-26)

Dependent Child Guardian Name: _____

Dependent Child Guardian SSN: _____

Name of Insurance Plan: _____

Group #: _____ Member ID: _____

COVID-19 Symptoms

Fever: _____ Yes _____ No

Cough: _____ Yes _____ No

How long? _____

Shortness of Breath: _____ Yes _____ No

Exposure:

Contact with person with COVID-19: _____ Yes _____ No

Is this a re-test? _____ Yes _____ No

EXHIBIT C

DRIVE-THRU TESTING SET UP SPECIFICATIONS

Facility shall provide the following:

- Tent (s)
- Table (s)
- Chairs
- Security
- Cones for traffic direction
- Access to cooling space and restrooms

FQHC shall provide the following:

- Personnel
- Testing materials
- Biohazard waste containers