

## Jackson County Parks + Rec - 2023

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### **Recreational Services Contract**

This Recreational Services Contract (the "Contract") is made by Developmental Disability Services of Jackson County – Eitas, a governmental body ("Eitas") organized pursuant to Chapter 205 of the Revised Statutes of Missouri (as amended from time to time, the "Statutes"), and the nonprofit corporation ("Provider") identified on the Specific Terms of Recreational Services Contract that constitutes the Addendum to this Contract (the "Addendum"). The parties acknowledge and agree as set forth herein.

#### **1. Acknowledgements**

Provider has submitted a proposal to Eitas regarding the provision by Provider of Recreational Services to "Eligible Persons" (as defined in Section 7(a) of this Contract), which services are designed to enable Eligible Persons and other persons with disabilities to progress toward typical living and to develop their capacity, performance, and relationship with other persons (the "Proposal").

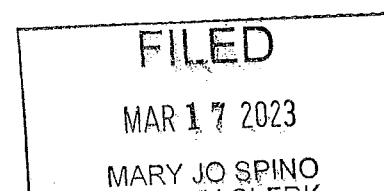
Eitas is willing to provide financial assistance to Provider, in accordance with and subject to the terms and conditions of this Contract, to support the provision of these services.

#### **2. Representations and Warranties**

a) Provider represents warrants and expressly agrees to and with Eitas that:

(i) Provider's name, office address and other identifying information as set forth on the Addendum are true and correct;

(ii) Provider is a Missouri nonprofit corporation and a "public benefit" corporation as such term is used in Chapter 355 of the Statutes, and Provider has the corporate power and authority necessary for it to enter into this Contract and provide the "services" (as defined in Section 3(d) of this Contract);



(iii) Provider is recognized by the Internal Revenue Service as an organization that is tax-exempt under Section 501(a) of the Internal Revenue Code of 1986 (the "Code") because it is described in Section 501(C)(3) of the Code, and Provider is not a private foundation under Section 509 of the Code;

(iv) Provider's actions in entering into this Contract and performing the services are consistent with Provider's tax-exempt purposes;

(v) Provider is accredited by a national accreditation agency or an appropriate state or local regulatory agency as agreed to by Eitas in advance of the accreditation process;

(vi) Provider has all licenses and permits necessary to provide the services; and

(vii) All information that Provider has provided to Eitas either prior to or contemporaneously with the signing of this Contract, including the documents furnished by Provider to Eitas as described in the Addendum, is true and correct.

(b) Provider shall promptly provide written notice to Eitas' Agency Relations Supervisor each time that any of the representations, warranties, and agreements made in Section 2(a) ceases to be completely true and correct.

### **3. Services Provided Under Contract**

(a) The parties agree that Provider shall perform the services described in the Proposal, but subject in all respects to the terms and conditions of this Contract.

(b) Without limiting the generality of the foregoing provisions regarding the services that are to be performed by Provider, Provider shall provide individualized programs for Eligible Persons and other persons with disabilities that are designed to enable such persons to progress toward typical living and to develop their capacity, performance, and relationships with other persons.

(c) Also, without limiting the generality of the foregoing provisions regarding the services that are to be provided by Provider, Provider shall perform each of the tasks, if any, described in the Addendum prior to the end of the time period that is applicable to such task, if any, as set forth in the Addendum; provided if no such time period is indicated, Provider shall complete such task during such time period as agreed to by Eitas and Provider from time to time.

(d) Whenever input or approval of Eitas is required or should be obtained in connection with the performance of any services or tasks to be performed by Provider under Sections 3(a), 3(b) or 3(c) (collectively the "Services"), the input or approval of Eitas shall only be considered to have been obtained or given if input or approval is obtained from or given by Eitas' Executive Director or Agency Relations staff in writing.

(e) The Services will be provided primarily at Provider's facilities listed in the Addendum and in the community. The Provider may not, without Eitas' prior written consent, subcontract with others to perform the Services. If subcontractors are used, a letter stating the names of the agencies being used as subcontractors and the stated purpose for their use must be sent to Eitas with this signed contract. Permission to use subcontractors will not be unduly withheld by Eitas.

**4. Time Period for Provision of Services – Term**

(a) Provider shall provide the Services during each month of the fiscal year set forth on the Addendum (such months, collectively, the "Term").

(b) All of the representations and warranties made by Provider in this Contract shall be true and correct during the Term. All obligations of Provider under this Contract shall be in effect during the Term. Provider's obligations under this Contract shall continue in effect following the end of the Term to the extent necessary to effectuate the express provisions of this Contract (*e.g.*, Provider's obligation under Section 6(e) of this Contract to provide to Eitas a list of all persons served in its Recreational Services).

**5. Compensation: Expenses**

(a) As full payment for the performance of the Services, and as full consideration for the other representations, warranties, and agreements made by Provider herein, Eitas will pay Provider a specific amount of compensation with respect to each Eligible Person served by Provider; provided, the amount of compensation paid by Eitas to Provider under this Contract with respect to the Term shall not exceed a specified maximum amount. The amount of compensation to be paid under this Contract, during the Term is set forth on the Addendum. Eitas will not separately reimburse Provider for any out-of-pocket expenditures incurred by Provider.

(b) Provider shall, within 15 days following the end of each month during the Term, deliver to Eitas' Accounting Department an invoice for compensation due under this Contract for the preceding month. Invoices received after the 15<sup>th</sup> day of the following month will not be paid. Each such invoice shall provide information about the Services provided under this Contract for the preceding month that is sufficient for Eitas to confirm the amount of compensation owed by Eitas to Provider for such month, and each such invoice shall be signed by an appropriate official of Provider and shall be certified by Provider to Eitas as being true and correct. Eitas and Provider shall agree upon a standard form invoice to be used by Provider ("Standard Invoice"). Without limiting the generality of the foregoing sentence, each invoice delivered by Provider to Eitas shall use the invoice template provided by Eitas and shall:

(i) Include a list of the names of all Eligible Persons who were served by Provider during the prior month that shows the days served for each such Eligible Persons, and

(ii) Include notification of any transfers of an Eligible Person from Provider's Recreational Services to any other Eitas-funded Recreational Services.

(c) Eitas shall pay each Standard Invoice that satisfies the requirements of Section 5(b) within 30 days after it receives such invoice from Provider; provided, no further payments shall be made by Eitas to Provider after the maximum amount of

compensation that may be paid under this Contract (either for the Term or for any month during the Term) as referred to in Section 5(a) has been paid.

(d) The following provisions of this Section 5(d) shall apply notwithstanding the provisions of Sections 5(a) through 5(c).

(i) In the case of any Standard Invoice that does not satisfy the requirements of Section 5(b), Eitas may notify Provider of the deficiencies and refuse to pay such invoice until Provider submits a new invoice that satisfies such requirements or otherwise corrects the deficiencies to Eitas' satisfaction.

In the case of mathematical or other similar errors in the invoices submitted by Provider to Eitas, Eitas may correct such errors and pay to Provider the corrected amounts. In the case of other errors in the invoices submitted by Provider to Eitas, Eitas may if it so desires make any appropriate inquiries of Provider regarding the subject matter of the errors and, after consideration of the errors and any information provided by Provider in response to any such inquiries, may correct such errors and pay to Provider the corrected amounts.

(ii) If the Services are not provided to the reasonable satisfaction of Eitas, then Eitas shall not owe Provider the compensation that is described in Sections 5(a) through 5(c).

(e) If Eitas determines that compensation provided by Eitas is funding the participation in Provider's services of persons other than Eligible Persons, in breach of the provisions of Section 7(b), then Eitas may reduce the amount of any payment made by it to Provider to cure this breach and notify Provider of its action in a timely manner.

In addition, Eitas may reduce the amount of any payment made by it to Provider in payment of an invoice by the amount of any overpayment made by Eitas in payment of a prior invoice (taking into account any adjustments in the amount of the prior invoice made by Eitas under the provisions of this Contract, including adjustments made after such invoice has been paid).

**6. Accountability**

(a) Provider shall use the compensation paid to it by Eitas to provide the Services, and Provider shall account to Eitas for Provider's use of such compensation.

(b) Provider shall provide to Eitas' Agency Relations Supervisor, within 90 days after the end of Provider's fiscal year, a copy of: Provider's audited financial statements for such year and the report of Provider's independent certified public accounting firm regarding its opinion of Provider's financial position based upon its audit of such financial statements; and a management letter provided by such independent certified accounting firm.

Provider shall provide to Eitas' Agency Relations Supervisor, within 45 days after the end of each other calendar quarter during the Term, a copy of Provider's unaudited financial statements for such quarter, including a statement of financial position, a statement of revenues and expenditures, a statement of changes in cash flows, and a statement showing changes in equity.

(c) Provider will present to Eitas' Agency Relations Supervisor within 10 days of completion a copy of an annual program evaluation report for any accreditation or licensure entity used in the assessment of the effectiveness of services provided to Eligible Persons.

(d) Outcomes Measurement System: As part of its funding contingencies, Eitas requires Provider to implement an agency wide Outcomes Measurement System for Eligible Persons served based upon the Missouri Quality Outcomes. The Provider shall work cooperatively with Eitas' Agency Relations Supervisor in the development, review, evaluation and reporting of these Outcomes. Outcomes submitted to online form provided by Eitas staff quarterly.

Provider shall afford access to Eitas' Agency Relations staff to the premises where persons are served, identified individuals, pertinent records and to the guardian or parent where indicated pursuant to the development, review, evaluation and reporting on successful implementation of the Outcomes Measurement System.

In addition, Provider is to ensure that all staff are trained in and understand the Missouri Quality Outcomes and their significance in working successfully with individuals with intellectual and developmental disabilities.

Provider shall deliver to Eitas' Agency Relations Supervisor within 15 days of the end of the Provider's fiscal year a report detailing the results of their Missouri Quality Outcomes plan.

(e) Provider shall deliver to Eitas' Agency Relations Supervisor within 31 days after June 30 and December 31 during the Term for the six-month periods ended on such dates, respectively, a list of all Eligible Persons served in its programs to include:

- (i) Full name;
- (ii) Date of Birth;
- (iii) Address (including county and zip code);
- (iv) Disability;
- (v) Percentage of persons served who are Eligible Persons.

(f) Provider shall deliver to Eitas' Agency Relations Supervisor by June 30 and December 31 during the Term for the six-month periods ended on such dates, respectively, a list of all persons who are on the waitlist for services by Provider. Information for each person on the waitlist shall include:

- (i) Full name;
- (ii) Date of Birth;

(iii) Address (*including county and zip code*);

(iv) Disability;

(v) Date individual was added to the waitlist.

(g) Provider shall permit Eitas' Agency Relations staff, Service Coordination staff, and other designated staff to have access to Provider's facilities at any time during business hours and from time to time.

Without limitation, Eitas' representatives shall be given an opportunity, at any time and from time to time upon request, to observe Eligible Persons as they participate in Provider's programs.

(h) Provider shall permit Eitas' Agency Relations staff or other designated representatives to inspect at any reasonable time Provider's financial books and records, and any other records that are related in any way to Provider's compliance with the terms of this Contract, and Provider shall permit Eitas' representative to make copies of any such books and records.

Notwithstanding the preceding sentence, it is expressly agreed that Provider will not provide any information to Eitas if and to the extent that providing such information would violate the provisions of the Health Insurance Portability and Accountability Act, (HIPAA). Provider shall maintain the confidentiality of all nonpublic information regarding Eligible Persons and other persons with disabilities that comes into its possession as a result of providing the Services.

(i) In the event that Eitas representatives (this includes the Eitas Executive Director, Agency Relations, or the Eitas Facility and Maintenance Coordinator) become aware of problems or observe situations that are detrimental to Eitas funded persons, Eitas will provide a written report to Provider detailing the issues.

A written response including an action plan and persons responsible for resolution shall be presented to Eitas' Agency Relations Supervisor within an agreed upon timeframe.



Failure to address problems and issues brought to the attention of Provider may result in withholding or suspension of Eitas funding. Problems or situations determined to be detrimental by Support Coordinators shall be handled as prescribed by the Department of Mental Health ("DMH"), Developmental Disability Division ("DDD") procedures and policies.

A copy of any critical improvement plans or operational improvement plans required by DMH - DDD or other authorities shall be given to Eitas' Agency Relations Supervisor for review, who may suspend payments to Provider based upon the seriousness of the problems detailed in the plan until such problems are satisfactorily resolved.

## **7. Provider's Operations**

(a) The term "Eligible Persons" for purposes of this Contract includes any person who is a resident of Jackson County, Missouri and has a primary diagnosis of a developmental disability. For purposes of the preceding sentence, a developmental disability means either or both of:

(i) A disability which is attributable to an intellectual disability, cerebral palsy, autism, epilepsy, a learning disability related to a brain dysfunction or similar condition found by comprehensive evaluation to be closely related to such conditions, or to require services similar to that required for an intellectual disability which originated before age 22 and which can be expected to continue indefinitely; and

(ii) A developmental disability as defined from time to time in Section 630.005 of the Statutes. Persons with a primary diagnosis of a mental illness shall not be deemed eligible for Eitas funding.

(iii) Determinations of who is a resident of Jackson County, Missouri and an Eligible Person shall, in situations in which there is doubt, and for all purposes of this Contract, be made by Eitas.

(b) The only participants in Provider's Recreational Services that will be funded by Eitas and may be served by Provider under this Contract are Eligible Persons. However, Provider may serve other persons who have disabilities in these programs.

(c) Provider shall provide to Eitas' Agency Relations Supervisor, when requested, a copy of all policies and procedures manuals, and all supplements and amendments thereto, adopted by Provider after this Contract is made, in each case promptly after adoption.

(d) Provider will comply with all local, state, and federal law. Provider will not discriminate against any Eligible Person on the basis of age, sex, religion, race or ethnicity, disability, sexual orientation, or financial status. Provider shall maintain in effect an affirmative action policy, a sexual harassment policy, and a drugs and alcohol policy that are acceptable to Eitas and, in the case of the drugs and alcohol policy, satisfies all applicable standards for such policies applicable to drivers established by any transit authority with jurisdiction over Provider. Provider will not use or permit the use of Eitas-owned facilities for religious purposes.

(e) Provider shall submit to Eitas' Executive Director and Agency Relations staff written notice of:

- (i) The death of an Eligible Person;
- (ii) A serious accident involving an Eligible Person;
- (iii) A life-threatening illness of an Eligible Person;
- (iv) The making of any formal allegations of mistreatment of Eligible Person; and
- (v) Notice of any investigation including but not limited to misuse of funds of an Eligible Person, abuse, neglect,

death, or other investigation initiated by the DMH, The DESE or any accreditation or regulatory or other investigatory body with similar status, in each case with 24 hours after the Provider becomes aware of the occurrence of such event. Provider shall complete Eitas' approved online Event Report form which goes directly to the Eitas Executive Director and Agency Relations Staff.

In addition, Provider shall furnish Eitas' Executive Director and the Agency Relations staff copies of:

- (i) Any and all reports issued by an investigatory agency promptly but to not exceed five work days of receipt concerning their respective findings;
- (ii) Any corrective action plan or quality improvement plan or recommendations issued to Provider as a result of an investigation; and
- (iii) Any other Provider response to an investigation.

Provider also agrees to keep the Eitas' Executive Director and the Agency Relations staff informed as to the course of any investigation and take active steps to secure any documents and/or reports related to an investigation. Provider shall notify Eitas' Executive Director and Agency Relations staff within 24 hours of the occurrence of any event that impacts or might impact adversely on Provider's ability to comply fully with the terms and conditions of this contract.

(f) In order for an individual to be classified as an Eligible Person, such person must have on file with the Provider an evaluation by the Kansas City Regional Office, or by Eitas' authorized staff, that documents such classification. In this regard, Provider shall maintain individual records that include documentation and that specifically include:

- (i) Identification data;
- (ii) The name and address of the personal representative;

- (iii) Pertinent history, diagnosis of disability, rehabilitation goals, and prognosis;
- (iv) Reports from referring sources;
- (v) Reports of service referrals;
- (vi) Necessary reports from outside consultation, and from laboratory, radiology, orthotic, and prosthetic services;
- (vii) Designation of a supports manager for the person (a written policy identifying who is responsible for the supports management of given groups will satisfy this requirement);
- (viii) Evidence of the person's participation in the decision-making process regarding his or her supports (which may occur during an initial evaluation and planning in the selection of specific service methods during the service process in dealing with feedback, and in decisions regarding treatment effectiveness, outcomes, and future plans);
- (ix) The individual's total program plan;
- (x) Reports of person-centered meetings;
- (xi) The individual's total support plan;
- (xii) Treatment plans for each service;
- (xiii) Signed and dated service and progress reports from such service;
- (xiv) Correspondence pertinent to the person being served;
- (xv) In cases in which information and/or photographs have been released or used, signed and dated authorizations from the person served or the parent or guardian or other personal

representative as appropriate approving such release or use;

(xvi) Discharge reports; and

(xvii) Follow-up reports.

(g) In the event that Provider is considering expulsion of an Eitas funded person from services, Eitas Agency Relations staff must be notified before any action is taken for consultation and assistance in handling the issues with the person to try to avoid expulsion and pursue acceptable options.

## **8. Accreditation/Licensure**

(a) Provider shall maintain at all times accreditation by a national accreditation agency or a licensing or certifying state or local regulatory agency approved by Eitas prior to the accreditation process.

(b) Provider shall provide to Eitas' Agency Relations Supervisor on an annual basis, and more frequently if requested by Eitas, proof of accreditation or licensure or certification as required by Section 8(a) and all related reports provided to Provider by accreditation agencies or state or local regulatory agencies. Provider shall further provide to Eitas' Executive Director and the Agency Relations staff copies of:

(i) All information provided by Provider to accreditation agencies or state or local regulatory agencies in connection with obtaining or renewing accreditation or license or certificates;

(ii) All plans of correction or other similar documents issued to or prepared by Provider in connection with the accreditation or licensure or certification process, and

(iii) Any or all changes in the Provider's accreditation or licensure or certification status, in all cases within five days after such documents become available.

In addition, Provider will promptly notify Eitas' Executive Director of all interviews, investigatory meetings or other similar meetings with representatives of accreditation agencies or state or local regulatory agencies as soon as such meetings are scheduled, and Provider shall invite Eitas' Executive Director and the Agency Relations staff to attend any such meetings.

**9. Attributions**

All publications, reports, and other documentation issued or published by Provider that relate to the Services shall include a statement to the effect that such Services were provided in part with funds provided by Eitas to Provider.

Provider agrees to work with Eitas in good faith to assure that such attributions, if any, include the use of Eitas' logo, if requested by Eitas, and otherwise, are acceptable to Eitas.

**10. Insurance**

(a) During the Term, Provider (Jackson County) shall maintain a Self-Insured Policy throughout the time of this contract.

Such policy or policies shall also provide public liability insurance covering both malpractice and errors and omissions. Such policies must provide contractual coverage and include employees, Board members, and volunteers of Eitas as additional insured.

Coverage must apply to medications. Sexual molestation and physical abuse must be included at least for defense coverage.

(b) Provider shall cause Eitas to be named as an additional insured under Provider's liability insurance policy or policies, with minimum limits as specified in Sections 10(a) and 10(b). Such policies shall provide that they may not be canceled or altered without at least 30 days' prior written notice to Eitas.

(c) Provider shall furnish Eitas with certificates of insurance or other acceptable evidence that the insurance policies required by Sections 10(a) and 10(b) are in effect each time that there is any change in any such policy.

**11. Contact with Eligible Persons**

(a) Notwithstanding that Provider is an independent contractor and not a partner or agent of Eitas; the parties agree that Eitas has an interest in Provider's interaction with Eligible Persons. In this regard the following provisions shall apply.

(b) Provider represents and warrants to Eitas that neither it nor any of its owners, directors, officers, employees or agents has ever engaged in any conduct that constituted abuse, neglect, or endangerment or similar conduct of an Eligible Person.

(c) Provider further represents and warrants to Eitas that its owners, directors, officers, employees, and agents who come into contact with Eligible Persons in the course of Provider's performance under this Contract will have been carefully chosen including the use of background checks conducted by a qualified independent third party, so as to minimize any risk of harm to Eligible Persons occurring in the course of such contact.

**12. Authorization**

Provider represents and warrants to Eitas that the individual who signs this Contract on behalf of Provider is authorized to do so and such individual by signing this Contract individually so represents and warrants.

**13. Indemnification**

Both during and after the termination of this Contract Provider shall protect, save, and keep Eitas, and each of its directors, officers, employees, and other representatives, harmless from and indemnify them against any and all claims, demands, actions, damages, losses, costs, judgments, penalties, expenses, and liabilities of any kind or nature (including attorney's fees and disbursements) that arise out of or in connection with Provider's performance under this Contract or any breach by Provider of any representation, warranty or agreement made by Provider herein. The provisions set forth in this Section 13 shall survive the termination of this Contract.

**14. Relationship of Parties**

(a) The parties acknowledge their mutual understanding that the relationship created hereby is an independent contractor relationship and that nothing contained herein shall create (or be represented by the parties as having created) the relationship of partners, principal and agent, employer and employee, or any association other than contracting parties under this Contract.

Eitas shall not have the right to control Provider as to the specific means or manner in which Provider discharges its duties hereunder and Provider shall not have the power or authority to bind or obligate Eitas in any manner whatsoever.

Nothing in this Contract shall prevent Provider from performing services for any other person or engaging in other endeavors, to the extent that such performance or engagement does not interfere with the services that Provider has agreed to perform for Eitas.

Furthermore, the parties expressly acknowledge and agree that neither Provider nor its employees is entitled to any benefits provided by Eitas to its employees, including but not limited to group insurance, liability insurance, disability insurance, paid vacation, sick leave or other leave, retirement plans, and health plans, and that Eitas has no obligation to provide worker's compensation coverage for Provider.



(b) It is understood and agreed that since Provider is an independent contractor, it will be Provider's responsibility to provide workers' compensation for its employees who perform services for Provider pursuant to this Contract and to make required FICA, FUTA, income tax withholding, or other payments related to such employees and to provide Eitas with suitable evidence of the same whenever requested.

In the event of any claims brought or threatened by any party against Eitas relating to the status, acts, or omissions of Provider or its personnel, Provider agrees to cooperate in all reasonable respects, including supporting the assertions of independent contractor status made in this Contract.

## 15. **Termination**

The following provisions shall govern the termination of this Contract:

(a) This Contract may be terminated by Eitas prior to the end of the Term upon 10 days prior written notice to Provider in the event that:

(i) In the sole judgment of Eitas Provider has failed to perform the Services in a satisfactory manner; or

(ii) Provider breaches any provision of this Contract; provided, however, that Eitas must first give written notice to the Provider containing details of the breach and allowing the Provider reasonable opportunity to cure the same. If the deficiencies are not cured within an agreed upon time period, Eitas will notify Provider in writing that the contract is terminated on a specific date;

(iii) In the sole judgment of Eitas, the funding available to Eitas during the term is significantly less than had been anticipated by Eitas at the time the Contract was made and the reduction in funding causes continued performance under the Contract by Eitas to be fiscally imprudent.

(b) This Contract may be terminated by Provider prior to the end of the Term upon 10 days written notice to Eitas in the event Eitas breaches any provision of this Contract.

(c) The termination of this Contract shall not affect any rights or obligations that arose prior to such termination.

(d) Without limiting the generality of the foregoing, upon the termination of this Contract Eitas' obligations to pay compensation to Provider shall cease, except that Eitas shall make payments to Provider in accordance with the provisions of Sections 5(a) through 5(e) (including in particular the provisions of Section 5(d) for work done prior to termination).

Also without limiting the generality of the foregoing, upon the termination of this Contract Provider's accountability obligations set forth in Sections 6(b) through 6(d) shall continue in effect.

**16. Notices and Documentation**

Any notices or documentation required or permitted to be given under this Contract shall be in writing and considered given when delivered personally or sent by facsimile or email, upon receipt of electronic confirmation of delivery, or five days after it is mailed by registered or certified mail (return receipt requested), to a party at its respective address listed below, or to such other address as either party may designate by notice to the other.

If to Eitas:      Developmental Disability Services of Jackson County – eitas  
                         atn: Agency Relations  
                         8511 Hillcrest  
                         Kansas City, MO 64138

If to Provider: Name and address set forth in the Addendum

**17. Miscellaneous**

(a) This Contract shall be governed by Missouri law.

(b) This Contract and all exhibits and attachments constitutes the parties entire agreement and supersedes all prior agreements, understandings, and proposals (whether oral or written) concerning the matters specified herein.

(c) No waiver or modification of any of the terms or conditions hereof shall be valid or binding unless in writing and signed by the parties. No waiver by either party hereto of any breach of

the Contract shall be deemed a waiver of any further breach or in any way affect any other terms or conditions hereof.

(d) This Contract shall be binding upon and inure to the benefit of Eitas and Provider and their respective successors. Provider acknowledges that the Services to be performed under this Contract are of a personal nature, and therefore agrees that this Contract shall not be assigned by Provider (other than its right to receive monies), to any other person or entity without the prior written consent of Eitas. Any assignment in violation of this provision shall be null and void.

(e) There are no third-party beneficiaries of this Contract. No third party shall have any rights or claims with respect to or against either of the parties to this Contract under or by reason of the provisions of this Contract.

(f) Any variations in the foregoing provisions applicable to this Contract are set forth in the Addendum.

The parties have executed this Contract to evidence their intent that it be a binding contract.

Developmental Disability Services of Jackson County – Eitas

By: Jorgi McNamara  
Jorgi McNamara, Executive Director

Date: February 14, 2023

Agency Name

By: [Signature]  
Printed Name: Frank White, Jr.

Date: 3/16, 2023

APPROVED AS TO FORM

[Signature]  
County Counselor

ATTEST:

[Signature]  
Clerk of the County Legislature

## Addendum

### Specific Terms of Recreational Services Contract

**Provider Information:** (First Paragraph and Section 2(a)(i) of Contract)

Name of Provider: Jackson County Parks + Rec

Address of Provider: 22807 Woods Chapel Road, Blue Springs MO 64015

Telephone: 816-503-4872

**Documents:** Provided by Provider to Eitas Prior to or contemporaneously with Signing of Contract (Section 2(a) (vii) of Contract)

The following documents have been provided by Provider to Eitas prior to or contemporaneously with the execution of the Contract:

- Certificates of insurance evidencing the policies required by Section 10 of the Contract
- A listing of all training routinely required for all staff

**Services:** (Section 3(c) of Contract)

Specific tasks to be performed by Provider are addressed in the Proposal dated September 6, 2022 and approved by the Eitas Board of Directors on November 15, 2022 as required by Section 3(b) of this Contract.

**Contingency items that must be performed are:**

1. Eitas is committed to funding programs that promote choice, opportunity, independence, and inclusion for citizens of Jackson County who have I/DD. In an effort to move to more inclusive services and supports within programs it is required that the JCP+R Special Populations Program work with the Agency Relations Department at eitas to develop a plan for future requested funding that includes opportunities for all people to participate in fully inclusive settings with community members.
2. If Provider has requested to use Eitas funding to purchase specific items, hire specific staff positions or use funding in directed ways, Eitas may require proof that those funds were used as the Provider's request stated.
3. New persons employed by the Provider must be approved as eligible prior to any request for funds for that individual. Determination of a person as an Eligible Person for Eitas funding shall be determined solely by Eitas Intake Staff.

**Location of Facilities:** (Section 3(e) of Contract)

Names(s) and addresses of Provider's facilities:

22807 Woods Chapel Road

Blue Springs, MO 64015

**Fiscal Year:** (Section 4 of Contract)

Fiscal Year: January 1, 2023 to December 31, 2023

**Compensation:**

**Jackson County Parks + Rec** will be reimbursed up to a maximum \$200,000.00 to utilize during implementation of the JCP+R Activities for those with IDD in Jackson County. Reimbursement will be made following the presentation of receipts for the expenses submitted and verification of the activities attended by eitas eligible adults.

Projected number of persons served: 377

Maximum compensation to Provider Location for Term: \$200,000

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Maximum Total Compensation to Provider for all services for Term: \$200,000

**Name and Address of Provider for Notice Purposes:** (Section 16 of Contract)

Jackson County Parks + Rec  
22807 Woods Chapel Road  
Blue Springs, MO 64015  
Attn: Tina Spallo

**Variations in Contract Provisions:** (Section 17(f) of Contract)

None

## BUSINESS ASSOCIATE AGREEMENT

THIS BUSINESS ASSOCIATE AGREEMENT (this "Agreement") is entered into as of this 1st day of January 2023 between Developmental Disability Services of Jackson County - eitas ("Covered Entity") and Jackson County Parks + Rec Special Populations ("Business Associate").

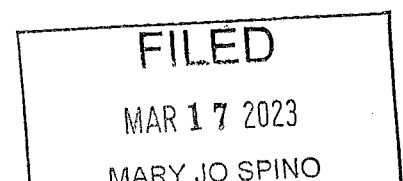
WHEREAS, the parties to this Agreement have a relationship ("Engagement") wherein Business Associate provides services to Covered Entity that require Covered Entity to disclose certain information to Business Associate, some of which may constitute Protected Health Information;

WHEREAS, as a result, Covered Entity and Business Associate acknowledge that each party has certain obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended, including those provisions of the American Recovery and Reinvestment Act of 2009 ("ARRA"), and the regulations implementing the requirements to maintain privacy and security of Protected Health Information found at 45 C.F.R. Parts 160, 162, and 164 ("HIPAA Regulations"); and

WHEREAS, the parties intend this Agreement to satisfy and reflect compliance with those obligations.

NOW THEREFORE, in consideration of the mutual promises below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Definitions.** Unless otherwise provided in this Agreement, capitalized terms and phrases that are used herein shall have the same meanings as set forth in the HIPAA Regulations, implementing the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA"), which definitions are incorporated into this Agreement by reference.
2. **Permitted Use and Disclosure of PHI.** Business Associate shall only Use or Disclose Protected Health Information ("PHI") received from, or created or received on behalf of, Covered Entity consistent with the "minimum necessary" requirements applicable to covered entities set forth in 45 C.F.R. § 164.514(d) and only:
  - a) As Required By Law or as permitted or required by this Agreement or Business Associate's services arrangement with Covered Entity (the "Engagement"), but not, pursuant to 45 C.F.R. § 164.502(a)(3), in such a manner that would violate 45 C.F.R. Part 164 if done by Covered Entity;
  - b) In circumstances in which PHI has been de-identified in accordance with 45 C.F.R. § 164.514(a)-(c);
  - c) To provide Data Aggregation services related to the Health Care Operations of Covered Entity, to the extent that such services are included within the Engagement; and



- d) For the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate, provided the disclosures are Required By Law, or Business Associate obtains reasonable assurances from the Person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was disclosed to the Person, and the Person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

3. **Obligations and Activities of Business Associate.** Pursuant to 45 C.F.R. §§ 164.504 & 164.314, Business Associate shall:

- a) Implement policies, procedures and safeguards to comply with Subpart E of 45 C.F.R. Part 164 and use appropriate Administrative, Physical, and Technical Safeguards, and comply with Subpart C of 45 C.F.R. Part 164 with respect to Electronic PHI, to prevent Use or Disclosure of PHI other than as provided by this Agreement;
- b) As soon as reasonably practical, but not later than three (3) business days following discovery thereof, report to Covered Entity any Security Incident or Use or Disclosure of PHI not specifically permitted or required by this Agreement of which Business Associate becomes aware, including any Breach of Unsecured PHI as required by 45 C.F.R. § 164.410, and cooperate with Covered Entity in assessing and mitigating any harmful effects resulting therefrom. Notwithstanding anything to the contrary in the Engagement, Covered Entity reserves the right to obtain reimbursement from Business Associate for Covered Entity's costs in preparing and providing notifications, including, but not limited to, credit monitoring services, and/or other costs incurred by Covered Entity deemed reasonably necessary by Covered Entity to notify its members of a Breach by Business Associate or its subcontractor;
- c) In accordance with 45 C.F.R. §§ 164.308(b)(2) & 164.502(e)(1)(ii), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Business Associate agree, pursuant to a written contract, to the same requirements, restrictions, and conditions that apply to Business Associate with respect to such information;
- d) Within ten (10) business days following a request from Covered Entity, make PHI in a Designated Record Set available to Covered Entity or, as directed by Covered Entity, to an Individual, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524;
- e) Make any amendments to PHI in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526 and take any other measures necessary to satisfy Covered Entity's obligations thereunder;
- f) Maintain and make available to Covered Entity, within ten (10) business days



following a request therefor, the information required to provide an accounting of disclosures necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528;

- g) To the extent Business Associate is to carry out one or more of Covered Entity's obligations with respect to the privacy or security of PHI, comply with the applicable HIPAA Regulations in the performance of such obligations; and
- h) Pursuant to 45 C.F.R. §§ 160.310(c) & 164.502(a)(4)(i), make its internal practices, books, and records relating to the Use and Disclosure of PHI received from, or created or received on behalf of, Covered Entity available to the Secretary of Health and Human Services.

#### 4. Term and Termination.

- a) **Term.** The term of this Agreement shall be effective as of the effective date of the Engagement, or as of the date Business Associate first receives or creates PHI from or on behalf of Covered Entity, whichever occurs first, and, unless sooner terminated as provided herein, shall continue in effect until the termination of the Engagement.
- b) **Termination.** Pursuant to 45 C.F.R. § 164.504(e)(2)(iii), Covered Entity may at any time terminate this Agreement if Covered Entity determines, in its sole discretion, that Business Associate has violated a material term of this Agreement or any of its required obligations under the HIPAA Regulations.
- c) **Obligations Upon Termination.** Upon the termination of this Agreement for any reason, Business Associate shall return or, if agreed to by Covered Entity, destroy all PHI received from, or created or received on behalf of, Covered Entity that Business Associate (or its agents or Subcontractors) maintains in any form and retain no copies thereof.
- d) **Survival.** This Section 4 shall survive the termination of this Agreement.

#### 5. Miscellaneous.

- a) **Regulatory References.** Any reference in this Agreement to a section of the HIPAA Regulations means the section as in effect or as amended.
- b) **Relationship of Parties.** Business Associate is an independent contractor and not an employee or agent of Covered Entity. The parties agree and acknowledge that Covered Entity does not have control over, nor the authority to direct, the operational activities or conduct of Business Associate.
- c) **Construction and Amendment.** The parties agree to amend this Agreement from time to time as is necessary for compliance with the HIPAA Regulations and any other applicable law. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Regulations. In the event one or more of the

provisions contained in this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions shall be unaffected. This Agreement supersedes all prior agreements and understandings between the parties relating to the subject matter hereof and may only be modified in writing.

- d) **Waiver.** A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any right or remedy as to subsequent events.
- e) **Documentation.** Business Associate shall maintain all information and documentation relating to the Engagement and this Agreement for such periods as required by the HIPAA Regulations.
- f) **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself, its agents, and its Subcontractors available to Covered Entity, at no cost, to testify as witnesses or otherwise in the event of litigation or administrative proceeding against Covered Entity or its directors, officers, or employees based upon a claimed violation of HIPAA or the Health Information Technology for Economic and Clinical Health Act, except in circumstances in which Business Associate is named as an adverse party.
- g) **No Third-Party Beneficiaries.** Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, any rights, remedies, or obligations upon any person other than the parties hereto and their respective successors or assigns.
- h) **Notices and Reporting.** Any notice required or permitted by this Agreement shall be in writing and shall be deemed delivered at the time it is hand-delivered or deposited in the U.S. Mail, postage prepaid, certified, or registered mail, return receipt requested, and addressed to the recipient's address as set forth below. Changes to such addresses may be made by written notice as provided in this Section.

**IN WITNESS WHEREOF**, each of the undersigned has caused this Agreement to be duly executed as of the date set forth above.

**Covered Entity:**

By: George McNamee

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

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

Address: \_\_\_\_\_

\_\_\_\_\_

**Business Associate:**

By: [Signature]

Print Name: Frank White, Jr.

Title: Cong Executive

Address: 415 E. 12th St

Kansas City Mo 64106

APPROVED AS TO FORM

[Signature]

ATTEST:

Mary Spino