

Exhibit A **Agreement to Provide Deliverables**

This Agreement to Provide Deliverables (“Agreement”) is made and entered into this ____ day of ____ 202__ (the “Effective Date”) by and between _____ (“Provider”) and Central Missouri Area Agency on Aging, doing business as Aging Best (“Aging Best” or “Agency”), PROVIDER and Aging Best being referred to herein as the “Parties.”

WHEREAS, Aging Best is a not-for-profit Missouri corporation that, among other things, coordinates services for older citizens in mid Missouri through several locations and services agencies; and

WHEREAS, Aging Best advertised a Request for Proposals seeking to enter into an Agreement with PROVIDER for the Deliverables as set forth in **EXHIBIT B**, attached hereto and incorporated; and

WHEREAS, PROVIDER submitted a Proposal to Aging Best seeking to enter into a contract for the Deliverables; and

WHEREAS, Aging Best determined that PROVIDER would be awarded the said contract pursuant to the promises provided in PROVIDER’s response to Aging Best’s Request; and

WHEREAS, the Parties desire to enter into this Agreement for PROVIDER to provide the Deliverables to Aging Best, as more fully set forth herein.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Term/Early Termination/Extension.** This Agreement shall be the period of 1 (one) year commencing on the Effective Date unless earlier terminated as set forth below. The Agency has the right to extend this agreement beyond the initial term with annual extensions for two additional years.

Aging Best or PROVIDER may terminate this Agreement at any time with thirty (30) days written notification, or as agreed upon by the Parties. Such right of cancellation shall be in addition to the right granted herein and may be for any or no reason at all, based upon the discretion of either party. Further, Aging Best may terminate the Agreement immediately in the event PROVIDER violates any provision of this Agreement, including but not limited to the failure of PROVIDER to timely deliver to Aging Best the Deliverables according to the terms set forth in **EXHIBIT B**. PROVIDER

shall be entitled to receive just compensation for the Deliverables that were provided in accordance with **EXHIBIT B** prior to the date of termination.

PROVIDER agrees that the Agreement shall automatically terminate without any penalty assessed to the Aging Best if funding is not appropriated for the purposes of this agreement by the United States Congress and/or State of Missouri General Assembly. Moreover, PROVIDER shall not prohibit or otherwise limit Aging Best's right to pursue and contract with alternate solutions and remedies as deemed necessary by Aging Best in the conduct of its affairs. PROVIDER reserves the right to discontinue services should funds not be appropriated by the United States Congress and/or the State of Missouri General Assembly unless reimbursement is assured through alternate means by Aging Best. In addition, the requirements stated in this paragraph shall apply to any amendment or to any extension of this agreement.

Upon filing for any bankruptcy or insolvency proceeding by or against the PROVIDER, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, Aging Best reserves the right, at its sole discretion, to either cancel the Agreement or affirm the Agreement and to hold the PROVIDER responsible for damages.

PROVIDER further understands and agrees that if PROVIDER fails to comply with the terms of this Agreement, that in addition to termination of the Agreement, PROVIDER may be suspended from future proposal opportunities, in addition to other legal action.

2. **Deliverables.** PROVIDER shall provide the Deliverables set forth in **EXHIBIT B**, attached hereto and incorporated herein, and in accordance with the terms herein. Aging Best shall compensate PROVIDER for the Deliverables as set forth herein.
3. **Materials/Acknowledgment.** All material developed or acquired by the PROVIDER as a result of work under the Agreement shall become the property of Aging Best. All materials developed, written, and/or otherwise distributed to the public by a PROVIDER or for a PROVIDER (as they relate to the services provided through Aging Best funding, programs, or agreement) shall include a statement proclaiming such services are (a) "... provided through funding from the Aging Best Area Agency on Aging" or (b) "... funded in part by the Aging Best Area Agency on Aging."
4. **Recordkeeping.**
 - a. PROVIDER shall maintain records of all its activities pursuant to the Agreement and applicable statutes and regulations. PROVIDER shall provide Aging Best with timely and accurate information as to the delivery of Deliverables to consumers of Aging Best as required by the Older Americans Act through the Aging Information System (AgingIS) on a regular basis as required by Aging Best or as more fully set forth in **EXHIBIT B**.

- b. PROVIDER shall keep and maintain adequate, legible, genuine, current, and complete records to verify the delivery of Deliverables in accordance with the terms of this Agreement for a period of five calendar years following expiration of this Agreement. The PROVIDER agrees to make all such records available to Aging Best or its designated representatives and to such federal and/or other state agencies as may require the information. The PROVIDER agrees that failure to comply with this provision shall be deemed as material breach of the Agreement and shall repay to Aging Best all amounts received for any Deliverables which are not adequately verified and fully documented by the PROVIDER'S records. Adequate verification and full documentation shall mean that the PROVIDER'S records are such that an orderly examination by a reasonable person is possible and can be conducted without the use of information intrinsic to records, and that such an examination can readily determine that the PROVIDER'S services were provided.
 - c. PROVIDER shall include in all solicitation for services all applicable compliance and reporting requirements being imposed on a service provider. The PROVIDER will include in all solicitations and Agreements for services all requirements and regulations pertaining to patent rights with respect to any discovery or invention, and any copyrights and rights in data which arises or are developed in the course of or under such Agreement, where applicable.
 - d. PROVIDER shall allow the Division of Health and Senior Services, any federal or state grantor agency, the Comptroller General of the United States, and/or any duly authorized representatives of the aforementioned agencies access to any books, documents, papers, and records of the PROVIDER which are directly pertinent to the Agreement with Aging Best for the purpose of making audit, examination, excerpts, and transcriptions.
 - e. PROVIDER assures that it will maintain, monitor, and update all website information on a regular basis, and as necessary. Electronic information includes but is not limited to the PROVIDER'S website and all information pertaining to web-based information for use of clients.
5. *Privacy of Consumer Information. Except as otherwise set forth herein or as permitted by 210.150 RSMo and 660.250-295 RSMo or other applicable law, PROVIDER'S other use and disclosure of information on applicants or on recipients of service is prohibited. PROVIDER will assure that no information, obtained from or about a Deliverable received by a consumer which is in the possession of the PROVIDER providing services under this Agreement, shall be disclosed in an identifiable form without the informed consent of the individual, except as required in RSMo 660.300 regarding reports made to the Central Registry Unit of DHSS.*
6. **Non-Exclusivity.** This Agreement does not grant any kind of exclusive provider right to whatsoever. Rather, Aging Best retains the right to purchase the Deliverables from alternate sources of supply for any reason, as determined by Aging Best, in Aging Best's sole discretion, which shall

include but not be limited to the following reasons: (a) if local auxiliary suppliers provide better value, (b) if funding sources require the same, or (c) any other reasons.

7. Funding / Fiscal Monitoring / Compliance.

- a. PROVIDER agrees and understands that Deliverables to be purchased in accordance with this Agreement are contingent upon Aging Best funding and that Aging Best does not hereby guarantee to PROVIDER that any Deliverables described herein will be purchased. PROVIDER understands and acknowledges that this Agreement includes no minimum or maximum purchase guarantees. PROVIDER shall accept Electronic Fund Transfers or checks as payment on Aging Best's account. The PROVIDER understands and agrees that both program and fiscal monitoring will be conducted by Aging Best and that all funds not used at the end of the fiscal year will revert back to Aging Best if an advance has been made to the PROVIDER.
- b. Any PROVIDER receiving federal funding of at least \$750,000 per fiscal year must comply with audit requirements as set forth in the Single Audit Act of 1966 and Office of Management and Budget Circular A-133, as applicable. The PROVIDER shall inform all potential sub-contractors of said requirements in the Proposal phase of the Agreement negotiations and will in the Proposal phase provide an estimate of the federal funding to be provided by Catalog of Federal Domestic Assistance (CFDA) number.
- c. With respect to all Agreements, subcontracts, and sub-grants in excess of \$100,000, the PROVIDER will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).
- d. All construction Agreements in excess of \$10,000 will include provision for compliance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented by Department of Labor regulations (41 CFR Part 60). All Agreements and sub-grants for construction or repair will include a provision for compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3). All construction endeavors of the PROPOSING AGENCY in excess of \$2,000 will include provision for compliance with the Davis-Bacon Act (40 U.S.C.276a-7) as supplemented by Department of Labor regulations (29 CFR a5).

8. Billing/Payments/Records/Procedures.

- a. Payment is made only if an authorized invoice is provided to Aging Best in a timely fashion by PROVIDER. Correct invoices, statements, and credit memos must be submitted to Aging Best, 201 W. Broadway, Suite 1E, Columbia, Missouri 65203. Normal payment will be

made by Aging Best no later than 45 days of receipt of all billing documents if funds are available. PROVIDER agrees to not charge Aging Best interest or late fees related to payments received 45 days after receipt of an invoice.

- b. Invoices by PROVIDER shall be submitted on a monthly basis unless otherwise agreed in writing by the Parties. If the Deliverables are provided at a specific location or program then one invoice shall be prepared for each location/program, showing all invoices and credit memos for that location/Program. The invoice must be sent to Aging Best no later than the 5th (fifth) business day of the month.
 - c. The name of the receiving location/program, date of delivery, and name or ID number of the delivery driver shall appear on each invoice.
 - d. If Deliverables include products to be delivered to a location/program, then a copy of the delivery invoice must be signed by a member of the location/program's management team and left at the location/program.
 - e. If a PROVIDER receives an overpayment or underpayment, adjustments will be made on the following month's billing when possible. When adjustment is not possible, the PROVIDER, upon notification from the Agency, shall issue a check made payable to "Aging Best" and mailed to Aging Best, 201 W. Broadway, Suite 1E, Columbia, Missouri 65203.
 - f. The Agency shall not be obligated to pay the PROVIDER with respect to an invoice unless all required components and reports have been received by the required deadlines and are complete and accurate. The PROVIDER is not entitled to reimbursement if invoices are submitted more than forty-five (45) days after the month in which services were delivered will NOT be reimbursed by the Agency. At the close of the fiscal year (June 30), invoices received after July 8th will NOT be reimbursed. The Agency reserves the right to require additional reports.
9. **Insurance.** PROVIDER agrees to carry comprehensive general liability minimum of \$1,000,000, (one million dollars) or other insurance as required, naming Aging Best as an additional insured with a provision that requires written notice to Aging Best from the insurer at least thirty (30) calendar days in advance of any cancellation or non-renewal of coverage. PROVIDER shall provide Aging Best with a certificate of insurance annually and upon request, if not received in a timely manner. The PROVIDER shall maintain the insurance coverage required by 19 CSR 15-7.010. The PROVIDER herein authorizes its insurance carrier, broker, agent and/or premium finance company to release information concerning insurance coverage required by 19 CSR 15-7.010 upon the request of the Agency. PROVIDER shall furnish the Agency with a copy of said liability insurance policy or policies. PROVIDER shall carry additional insurance as more fully set forth herein or exhibits attached hereto

10. **Participation/Employment Acknowledgments.** PROVIDER shall comply and complete **EXHIBIT C**, attached hereto and incorporated herein.
11. **Disputes/Prevailing Party Attorney Fees.** Except as set forth herein, all disputes related to this Agreement shall be resolved according to the procedures set forth in **EXHIBIT D** attached hereto and incorporated herein. Notwithstanding anything contained herein to the contrary, Aging Best, for itself and on behalf of its Agencies or locations/programs, shall be entitled to seek injunctive relief through a court of competent jurisdiction. The parties agree that venue in Boone County, Missouri is appropriate with regards to all disputes (except for those to be brought in federal court). Further, as to any appeal or dispute at any level (agency, administrative, court or other dispute resolution process, etc.), the prevailing party in such dispute shall be entitled to its reasonable attorney fees and costs related to thereto.
12. **Service Providers and Nutrition Services Manual.** PROVIDERS shall comply with all requirements and terms within the current and hereafter updated Aging Best Service Providers Manual (**Exhibit E**) and the Aging Best Nutrition Services Manual (**Exhibit F**- as applicable).
13. **Authority and Capacity.** PROVIDER assures that it has the authority and capacity to carry out the services within the Aging Best Planning and Service Area (PSA). The PROVIDER has on file Articles of Incorporation, where applicable, and these shall be made available upon request.
14. **Staffing/Independent Contractor Status.**
 - a. PROVIDER is an independent contractor and shall not represent itself or its employees to be employed by Aging Best. Therefore, the PROVIDER shall assume all legal and financial responsibilities for taxes, FICA, employee fringe benefits, workmen's compensation, employee insurance, minimum wage requirements, overtime, etc. Furthermore, PROVIDER agrees to indemnify, save and hold Aging Best, its officers, agents and employees, harmless from any and all loss, cost (including attorney fees), and damage of any kind related to such matters.
 - b. PROVIDER assures that the delivery of the Deliverables shall be directed by management qualified through education or experience and that adequate numbers of qualified staff, including members of minority groups and volunteers will be available throughout the agreement period to carry out the services. Subject to the requirement of merit employment systems of local government, preference will be given to persons aged 60 or over for any staff positions (full or part-time) for which such persons qualify. Job descriptions will be on file at the PROVIDER and made available upon request.
 - c. PROVIDER shall be responsible for verifying whether the certifications, licenses and degrees of all its personnel and those of its subcontracted personnel are current and in good standing,

as required by state, federal or local law, statute or regulation, respective to the services to be provided through this Agreement; and documentation of such licensure or certification or degrees shall be maintained by the PROVIDER and made available to the Agency or its designee upon request.

- d. Pursuant to RSMo. 285.530(1) no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with RSMo 285.525 to 285.555, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates RSMo 285.530(1), if the contract binding the contractor and subcontractor affirmatively states that: The direct subcontractor is not knowingly in violation of RSMo 285.530(1) and shall not henceforth be in such violation and the contractor receives from the subcontractor a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.
- e. Pursuant to 285.530 RSMo, the PROVIDER must affirm its enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by submitting a completed, notarized copy of the "Affidavit of Work Authorization" and providing documentation affirming the PROVIDER'S enrollment and participation in a federal work authorization program with respect to the employees proposed to work in connection with the services requested herein.
- f. Safety. PROVIDER shall have established policies to promote the safety of its employees.
- g. Drug-free Workplace. PROVIDER shall have a policy to maintain a drug-free workplace.
- h. Reporting. PROVIDER agrees to implement a process of reporting the name, address, social security number of newly hired employees and the employer's name, address, and IRS identification number to a designated state agency within 20 days of hire to determine the need for child support payments.

15. **Additional Provisions.**

- a. Non-Assignment. PROVIDER shall not assign any interest in this Agreement and shall not transfer any interest whatsoever in this Agreement. The PROVIDER shall make full, complete and accurate disclosure of its business contractors.
- b. Change in Ownership of PROVIDER. PROVIDER shall notify the Agency at least ten (10) business days before a change of ownership of the PROVIDER'S business. Change of ownership shall be defined as:

1. Partnership--a deletion, substitution, or addition of a general partner.
 2. Proprietary Corporation--the sale of stock to another entity acquiring five (5) percent or more of the outstanding stock shares, or the sale of the majority of corporate assets to any party.
 3. Sole Proprietorship--the sale or transfer of any part of the business to any other person or business entity equal to or exceeding five (5) percent of the VENDOR's business.
 4. Limited Liability--the deletion, substitution, or addition of any investing person or business entity by sale, lease, or transfer of any kind.
- c. No Conflicts. The PROVIDER shall not allow any official or employee of the Agency, nor any other public official of the State of Missouri who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the services covered by this Agreement, to acquire any interest, pecuniary or otherwise, in this Agreement; and the establishment with or transfer of such interest to such an official or state employee shall constitute a material breach of this Agreement. The PROVIDER warrants that it presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The PROVIDER further warrants that no person having such an interest shall be employed or conveyed an interest, directly or indirectly, in this agreement. Additionally, the Vendor agrees to immediately report any such conflict of interest to the Agency and warrants that none now exists.
- d. Training. The PROVIDER will make provisions for the training of personnel necessary to carry out the proposed services. Complete documentation of such training shall be kept on file at the PROVIDER'S office and made available upon request.
- e. Contributions For Services. PROVIDER understands and agrees that all Deliverables provided under this Agreement are subject to Older American Act contribution regulations and 19 CSR 15-7.005 and 19 CSR 15-7.010. This does not prohibit a PROVIDER from collecting payment for services provided to an Agency consumer that are not part of the Service plan and/or for services not paid by the Agency.
- f. Patent And Copyrights. PROVIDER is subject to applicable regulations governing patents and inventions, including government-wide regulations issued by the Department of Commerce "Rights to Inventions Made by Non-Profit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements" (37 CFR Part 401). Aging Best may copyright any work that is subject to copyright and was developed, or for which ownership was purchased, under this Agreement. The Aging Best reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish or otherwise use the work for any purposes and to authorize others to do so.

- g. Affirmative Action Plan. PROVIDER assures that, if applicable, it will have an Affirmative Action Plan which complies to the principles of 8 CSR 60-3.080. The Affirmative Action Plan will be available upon request.
- h. Compliance Requirements. PROVIDER assures it will comply with all the following provisions, as applicable.
1. Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967 and as supplemented by DOL regulations (41 CFR Part 60)
 2. Fair Labor Standards Act, as amended
 3. Fair Employment Practices Act, as amended
 4. Age Discrimination Act, as amended
 5. Copeland "Anti-Kickback" Act, (18 U.S.C. 874) as supplemented in DOL regulations (29 CFR Part 3)
 6. Davis-Bacon Act (40 U.S.C. 276 a to a7) as supplemented by DOL regulations (29 CFR Part 5)
 7. Sections 103 and 107 of the "Contract Work Hours and Safety Standards Act" (40 U.S.C. 327-330) as supplemented by DOL Regulations (29 CFR Part 5)
 8. Clean Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S. C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15)
 9. Americans with Disabilities Act of 1990 (ADA)
 10. Title of the Civil Rights Act of 1964, as amended and all other applicable federal and state laws, regulations and executive orders relating to the foregoing.
 11. Health Insurance Portability and Accountability Act of 1996 (HIPPA), as amended
 12. Title IX of the Education Amendment Act of 1972 (P.L. 92-318)
 13. Section 504 of the "Vocational Rehabilitation Act of 1973" (P.L. 93-112)
 14. "Senior Community Service Employment Program" 20 CFR Part 641
 15. Omnibus Drug Initiative Act of 1988 (P.L. 100-690)
 16. "Defense of Marriage" United States v. Windsor, 133 S.Ct. 2675 (June 26, 2013); section 3 of the Defense of Marriage Act, codified at 1 USC § 7
 17. Public Law 89-73 as amended through Public Law 114-144, enacted April 19, 2016 "Older Americans Act"
 18. 2 CFR Part 200 "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards"
 19. 45 CFR Part 80 "Nondiscrimination under Programs Receiving Federal Assistance through the Department of Health and Human Services. Effectuation of Title VI of the Civil Rights Act of 1964"
 20. I. 45 CFR Part 84 "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Participation"

21. 45 CFR Part 91 "Nondiscrimination on the Basis of Age in HHS Programs or Activities Receiving Federal Financial Assistance"
22. 45 CFR Part 92 "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments"
23. 45 CFR Part 1321 "Grants to State and Community Programs on Aging"
24. 19 CSR 15-4 "Older Americans Act" and 19 CSR 15-7 "Service Standards"
25. RSMo 285.525 to 285.555 Unauthorized Alien Work Authorization and Documentation in the State of Missouri
26. 41 N.S.C. 4712 Employee Whistleblower Protection

The PROVIDER agrees to comply with the following statutory and regulatory requirements when applicable:

1. Sections 210.900 through 210.936, RSMo - Family Care Safety Registry (FCSR)
 2. Sections 210.109 through 210.183, RSMo - Abuse or Neglect of child
 3. Section 565.188, RSMo - Report of Elder Abuse
 4. Section 610.120, RSMo - Closed Records
 5. Section 192.2000, RSMo - Alzheimer's Disease
 6. Section 192.2400 through 192.2505, and 43.530 - 43.450, RSMo including:
 7. Section 192.2490 - Employee Disqualification List
 8. Section 192.2495 - Criminal Background Checks
 9. 19 CSR 30-82.060- Hiring Restrictions - Good Cause Waiver
- i. Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion - Lower Tier Covered Transactions. Certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 section 98.510, Participants' responsibilities. The regulation was published as Part II of the June 26, 1985, Federal Register (pages 33.036-33.042).
1. PROVIDER (lower tier participant) certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or Agency
 2. Where the PROVIDER (lower tier participant) is unable to certify any of the statements in this certification, such prospective participant shall attach an explanation to this Proposal.
- j. Notices/Contact Person. Any and all notices required or permitted to be given pursuant to this Agreement shall be sufficient if in writing and hand delivered to the other Party or if forwarded by registered or certified mail, return receipt requested, to the Party's last known business address set forth below. The PROVIDER shall within five (5) days after the award of the

Agreement, submit a written identification and notification to Aging Best of the name, title, address, and telephone number of one (1) individual within the organization as a contact person related the Deliverables to be provided to Aging Best. However, official notices pursuant to this Agreement shall be to the person set forth below.

- k. Amendment. No amendment or modification of this Agreement shall be effective unless or until executed in writing by the Parties hereto.
- l. Indemnity of Aging Best. PROVIDER shall keep Aging Best, its successors, agents, employees, directors, centers where Aging Best provides services or deliverables, and others associated with Aging Best (individually and collectively the “Indemnified Parties”) harmless and indemnified from and against any and all claims, complaints or causes of action of any kind whatsoever by third-parties against any of the Indemnified Parties related in any way to the Deliverables or any actions (or failure to act) of PROVIDER, its agents, employees or those acting on behalf of PROVIDER.
- m. Waiver of Breach. The wavier by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver or breach of any other provision or any subsequent breach of any party.
- n. Governing Law. The construction and interpretation of this Agreement shall at all times and in all respects be governed by the laws of the State of Missouri.
- o. Compliance with Laws. PROVIDER shall comply with all local, state, and federal laws and regulations related to the performance of the Agreement.
- p. Severability. If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such provision nor the validity of any other provision of this Agreement shall in any way be affected thereby.
- q. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Further, facsimile, or electronic signatures shall be deemed original.
- r. Entire Agreement. This Agreement and the Exhibits attached hereto constitute the entire agreement and understanding by and between the Parties with respect to the matters set forth herein, and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force and effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the party intended to be bound.

IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the day and year first above written.

Central Missouri Area Agency on Aging, Inc. (AGING BEST)

By: _____

Rebecca Nowlin, Authorized Representative

201 W. Broadway, Suite 1E

Columbia, Missouri 65203

573-443-5823 (phone)

PROVIDER

By: _____

Signature of Authorized Representative

Title

Address

Phone