

Agreement
between the City of Columbia, Missouri,
And
Columbia Public Schools
For Healthy Eating and Active Living (HEAL) Program

This Agreement ("Agreement") between the City of Columbia, Missouri, on behalf of its Department of Public Health and Human Services ("CITY"), and Columbia Public Schools, a school district organized in the State of Missouri, ("CPS"), is entered into on the date of the last signatory noted below ("Effective Date"). CITY and CPS are each individually referred herein as a "Party" and collectively as the "Parties."

WITNESSETH:

WHEREAS, CITY receives grant funding to provide health and wellness services;

WHEREAS, CPS is interested in working with CITY to implement an employee wellness intervention, million steps and or other worksite wellness programs and events that promote the health and wellness of CPS employees; and

WHEREAS, CPS and CITY desire to collaborate on health and wellness program.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the Parties agree as follows.

1. TERM.

The term of the Agreement shall begin on the Effective Date and shall end on September 30, 2017.

2. CPS' DUTIES AND RESPONSIBILITIES. Between the Effective Date and the HEAL program end date of September 30, 2017, CPS shall:

- a. Assess the worksite health needs of CPS employees;
- b. Plan, develop and implement a worksite wellness program, including three step challenges (see Exhibit A);
- c. Host additional events or programs to promote worksite health including at least 2 nutrition classes, 1 health fair, and 1 mental health/stress management training for CPS employees;
- d. Provide incentives employees for completing step challenges or attending additional events;

- e. Collaborate with PHHS to promote worksite health and coordinate health promoting events;
 - f. Provide monthly program updates to PHHS using the HEAL Activity form (see Exhibit B); and,
 - g. Provide monthly invoices and billings to PHHS. The final invoice is due September 30, 2017.
3. CITY's DUTIES AND RESPONSIBILITIES. CITY shall:
- a. Serve as contract facilitator and ensure contract deliverables are met;
 - b. Act as a resource to provide technical assistance with the step challenges and other worksite wellness events;
 - c. Collaborate with CPS to promote worksite health and coordinate health promoting events; and
 - d. Provide payment for all invoices.
4. COSTS NOT TO EXCEED. The total amount to be paid by CITY to CPS shall not exceed the sum of twenty-two thousand dollars (\$22,000.00).
5. PAYMENTS AND INVOICES. CPS shall provide monthly invoices and related documentation to City. The final invoice is due September 30, 2017.
6. TERMINATION. Either Party may terminate this Agreement without cause, upon thirty (30) days written notice to the other Party.
7. NO ASSIGNMENT. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party.
8. NO THIRD-PARTY BENEFICIARY. No provision of this Agreement is intended to nor shall it in any way inure to the benefit of any third party, so as to constitute any such person a third-party beneficiary under this Agreement.
9. AMENDMENT. No amendment, addition to, or modification of any provision hereof shall be binding upon the Parties, and neither Party shall be deemed to have waived any provision or any remedy available to it unless such amendment, addition, modification or waiver is in writing and signed by a duly authorized officer or representative of the applicable Party or Parties.
10. GOVERNING LAW AND VENUE. This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the

United States, as applicable. The venue for all litigation arising out of, or relating to this Agreement, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

11. GENERAL LAWS. CPS shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances.
12. NO WAIVER OF IMMUNITIES. In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either Party's rights or defenses with regard to each Party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.
13. HOLD HARMLESS AGREEMENT. To the fullest extent not prohibited by law, CPS shall indemnify and hold harmless the City of Columbia, its directors, officers, agents, and employees from and against all claims, damages, losses, and expenses (including but not limited to attorney's fees) for bodily injury and/or property damage arising by reason of any act or failure to act, negligent or otherwise, of the CPS, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with the CPS or a subcontractor for part of the services), of anyone directly or indirectly employed by the CPS or by any subcontractor, or of anyone for whose acts the CPS or its subcontractor may be liable, in connection with the CPS's services provided pursuant to this Agreement. This provision does not, however, require the CPS to indemnify, hold harmless, or defend the City of Columbia from the City's own negligence.
14. AUTHORITY. The individuals signing this agreement below certify that they have obtained the appropriate authority to execute this Agreement on behalf of the respective Parties.
15. NOTICES. Any notice, demand, request, or communication required or authorized by the Agreement shall be delivered either by hand, facsimile, overnight courier or mailed by certified mail, return receipt requested, with postage prepaid, to:

If to City:
City of Columbia
Department of Health and Human
Services
P.O. Box 6015
Columbia, Missouri 65205-6015
ATTN: Stephanie Browning, Director

If to CPS:
Columbia Public Schools
1818 West Worley Street
Columbia, Missouri 65203
Attn: Linda Quinley

The designation and titles of the person to be notified or the address of such person may be changed at any time by written notice. Any such notice, demand, request, or communication shall be deemed delivered on receipt if delivered by hand or facsimile and on deposit by the sending party if delivered by courier or U.S. mail.

16. GRANT REQUIREMENTS. CPS acknowledges that state and /or federal grant funds are being used for this program. CPS shall familiarize itself and comply with all conditions and requirements for utilization of such grant funds. If CPS uses any subcontractors, CPS shall include in contracts with its subcontractors provisions that require subcontractors to comply with the Grant Requirements.
17. ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between the CPS and City relative to the services. All previous or contemporaneous agreements, representations, promises and conditions relating to the programs and services herein are superseded.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Parties through their duly authorize representatives have executed this Agreement effective as of the date of the last party to execute the same.

CITY OF COLUMBIA, MISSOURI

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor

CERTIFICATION: I hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account No. _____, and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor.

Michele Nix, Director of Finance

COLUMBIA PUBLIC SCHOOLS

By: Linda D. Quinley

Name: Linda D. Quinley

Title: CFO/COO

Date: 02/13/17

ATTEST:

By: Tracy L. Davenport

Name and Title: Tracy L. Davenport
Board of Education Secretary

EXHIBIT A

Columbia Public Schools employees have greatly improved their physical fitness over the past year. With the development of the Be Well program, employees are now moving more, losing weight, and becoming more in-tune with their health and well-being. To date, we have 460 employees that have participated in the fitness portion of the Be Well program. We expect that number to grow with the third and final steps program set to begin in September.

Continuing to receive the MO DHHS Healthy Living and Active Living Grant is essential to offer our employees wellness programs. This next year we would like to continue to offer the steps programs, but also expand the Be Well program to offer nutrition classes, mental health education, and an employee health fair.

Stridekick: Software to track employee data. Stridekick offers cross device compatibility. It enables employees to choose the tracking device that they want and that fits their lifestyle.
On-going tracking: \$458/month = \$5,496.

Device supplement: Offer up to 100 employees a \$25 reimbursement for tracking devices that they purchased for the program. Cost = \$2,500.

Steps Challenge: We have offered 3 steps challenges this past year and plan to do the same again this next year. Our superintendent even jumped on board and is a part of the program. The summer program was called "Steps vs Stieps". The employees were the "steps" and Dr. Stiepleman was "Stieps".

- Streaks Challenge – It is a progression type of challenge that has 4 stages over 8 weeks. Employees will be challenged to walk 8,000 steps per day for two weeks, 9,000 steps per day for two weeks, 10,000 steps per day for two weeks and 11,000 steps per day for two weeks. Prizes are drawn at random every two weeks for employees who meet their daily goal. Prizes include pullovers, fitness equipment, and electronic devices related to fitness. Estimate amount for this program is \$5,000.
- Journey Challenge – This challenge is a virtual long distance race. "Participants can track in real time where they are along the journey path." Employees are challenged to walk "x" number of miles over 60 days. Prizes include T-shirts and fitness related equipment. This is our "Steps vs Stieps" competition. Estimate amount for this program is \$3,000.
- Journey or Streak Challenge for 4 weeks or Train for a 5K. Estimate amount for this program is \$3,000.

Nutrition Classes: Offer two classes that are approximately 1.5 to 2 hours in length. Classes will have a cooking demo with food samples, nutrition tips, handouts, and prizes. Estimate amount for this program is \$2,000.

Health Fair: Columbia Public Schools currently offers an annual Health Fair to our employees. We spend approximately \$400 to help facilitate the program. I would like to match the \$400 with grant funds to expand what we offer to employees. Estimate amount for this program is \$400.

Mental Health: Offer mental health/stress management training to our employees. Estimate amount for this program is \$1,000.

Total Cost of the Be Well program: \$22,396

EXHIBIT B

HEAL Activity Form

Event name: _____

Event Date(s): _____

Description: _____

Partners: _____

Number of participants: _____

Outcomes (qualitative/quantative): _____

Resources used (HEAL purchases/and in-kind): _____
