

RGR
4/19/13

R. 18053

COOPERATIVE AGREEMENT

AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Home Rule County, hereinafter referred to as "the County" and the **KANSAS CITY CARE CLINIC** (formerly known as the Kansas City Free Health Clinic), 3515 Broadway, Kansas City, MO 64111, hereinafter referred to as "Clinic."

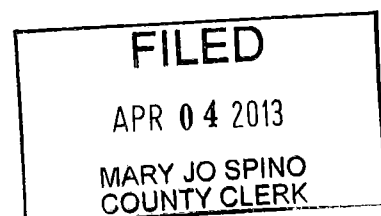
WHEREAS, the County desires to support the administrative services of a major agency which coordinates services for County residents who are at risk for HIV/AIDS, including food, housing, information, education, counseling, medical services, and emotional support to those individuals; and,

WHEREAS, the Clinic has the capacity to facilitate and coordinate such services; and,

NOW THEREFORE, the parties hereto agree as follows:

1. **Services.** The Clinic agrees to facilitate and coordinate services for clients who have tested positive for the HIV virus by working with the SAVE, Inc. and Good Samaritan Project, individually and jointly, to provide food, housing, community information, emergency assistance, and free medical services to them, as is more fully set out in the attached proposal marked as Exhibit A.

2. **Terms of Payment.** The County agrees to pay to Clinic the amount of \$60,000.00 in quarterly installments of \$15,000.00 each, with the payment for the first quarter to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. The



County, through the Legislative Auditor, may approve adjustments to line items listed in Agency's budget/proposal contained in Exhibit A, in an amount not to exceed 10 percent of the total amount of the Agreement, so long as there is no additional total cost to the County.

3. **Reports**. Within 30 days after the conclusion of each calendar quarter under this Agreement, Clinic shall submit a quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The last quarter's report shall include an annual report which shall summarize Clinic's activities pursuant to this Agreement. Clinic's failure to submit this annual report shall disqualify Clinic from future funding by the County.

4. **Submission of Documents**. No payment shall be made under this contract unless the contracting agency shall have submitted to the County's Director of Finance and Purchasing (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) the agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency's total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) If an agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the agency's most recent fiscal or calendar year, by March 31 of the following year, or a certified public accountant's

program audit of County funds, by January 31 of the following year. Any document described herein which was submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if the contract agency is out of compliance on any other County contract.

5. **Equal Opportunity.** The Clinic agrees and assures that no person eligible for services shall on the ground of race, color, religion, national origin, sex, handicap, veteran status, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for any service funded by this Agreement. Furthermore, the Clinic agrees and assures that it will provide equal employment opportunities to applicants and employees and will not discriminate against them on the basis of race, color, religion, national origin, sex, handicap, veteran status, or age.

6. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

7. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books, and records of the Clinic pertaining to the finances and

operations of the Clinic.

8. **Appropriation of funds.** Clinic and the County recognize that the County intends to satisfy its financial obligation to Clinic hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify Clinic of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

a. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.

b. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

9. **Default.** If the Clinic shall default in the performance or observation of any term or condition of this Agreement, the County shall give the Clinic written notice setting forth the default and the correction to be made. Thereafter, if said default shall continue

and not be corrected within 10 days of the receipt of the notice by the Clinic, the County may, at its election, terminate the Agreement and withhold any payments not yet made to the Clinic. Said election shall not in any way limit the County's rights to seek legal redress.

10. **Confidentiality.** The Clinic agrees to maintain strict confidentiality of all patient information or records that are developed pursuant to this Agreement. The contents of such records shall be disclosed only in accordance with the Clinic's established policy and procedure, in accordance with Missouri State law, and Jackson County, Missouri written policy.

11. **Conflict of Interest.** The Clinic warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

12. **Term.** This Agreement shall be effective January 1, 2013, and shall terminate on December 31, 2013. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by the Clinic as verified by the County's audit.

13. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Clinic shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the

negligence, willful misconduct or omissions of Clinic during the performance of this Agreement.

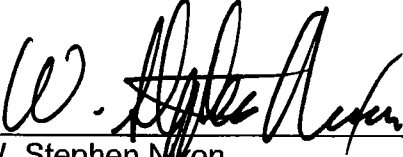
14. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

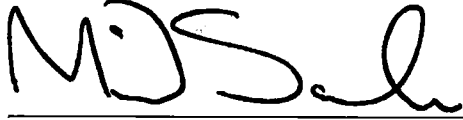
(Signature Page to Follow)

IN WITNESS WHEREOF, the County and the Clinic have executed this Agreement
this 4th day of April, 2013.

APPROVED AS TO FORM:

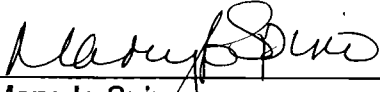
JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By 
Michael D. Sanders
County Executive

ATTEST:

KANSAS CITY CARE CLINIC

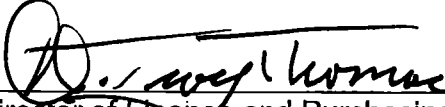

Mary Jo Spino
Clerk of the County Legislature

By 
Executive Director
Federal I.D. #43-0967292

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this agreement is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$60,000.00 which is hereby authorized.

April 5, 2013
Date


Director of Finance and Purchasing
Account Number 002-7704-56789
77042013001



OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

415 E 12th Street, 2nd Floor
Kansas City, MO 64106

Email: auditor@jacksongov.org

Section A: Organization or Agency Information	page 1
Section B: Agency's 2012 and 2013 Revenue Information	page 2
Section C: Individual Program Budget	page 3
Section D: Program Information	pages 4 - 8
Section E: Summary of Request by Program	page 9

Section A: Organization or Agency Information

Name:	Kansas City Free Health Clinic		
Address:	3515 Broadway, Kansas City MO 64111		
Phone No:	816-753-5144	Fax:	816-753-0804
Website Address:	www.kcfree.org		
Federal Tax ID No:	430967292	Fiscal Year Cycle:	April 1 - March 31
Name and Title of Principal Contact Person:	Sheridan Y. Wood, CEO		
Phone No:	816-753-5144	Email Address:	swood@kcfree.org
Secondary Contact:	Kirk Isenhour, Director of Marketing & Development 816-753-5144 kirk@kcfree.org		
Submission of this request has been authorized by:	<i>Sheridan Y Wood</i>		
Date:	8/29/12		

RECEIVED
AUG 29 2012
JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section B: Agency's 2012 and 2013 Revenue Information

Agency's 2013 Projected Revenue Information

Funding Entity	Agency's 2013 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal	Department of Health & Human Services	\$ 3,906,187	45.6
State	Maintenance of Effort funds (pass through City of Kansas City)	\$ 150,000	1.7
Jackson County	Legislature and Mental Health Levy	\$ 528,470	6.1
City	City of Kansas City Health Levy (Indigent Care)	\$ 608,600	5.9
Foundations/Corporations	Program Funding	\$ 1,341,417	15.6
United Way	Program Allocations (GenMed/Dental/BH/HIV Prev)	\$ 158,979	1.9
Fundraisers	Corporate Sponsorship & Individual Attendees	\$ 330,000	3.8
Charity/Donations	Unrestricted Donations (individuals/UW donor/ASF)	\$ 532,500	6.2
Other	Misc Income (i.e. interest/medical records fees)	\$ 16,950	0.2
Other	To be determined	\$ 1,119,954	13.0

2013 Total Projected Revenue \$ 8,593,057

Agency's 2012 Revenue Information

Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	Department of Health & Human Services	\$ 4,424,357	53.8
State	Maintenance of Effort funds (pass through City of Kansas City)	\$ 163,565	2.0
Jackson County	Legislature and Mental Health Levy	\$ 250,222	3.0
City	City of Kansas City Health Levy (Indigent Care)	\$ 508,600	6.2
Foundations/Corporations	Program Funding	\$ 2,044,302	24.9
United Way	Program Allocations (GenMed/Dental/BH/HIV Prev)	\$ 152,900	1.9
Fundraisers	Corporate Sponsorship & Individual Attendees	\$ 263,756	3.2
Charity/Donations	Unrestricted Donations (individuals/UW donor/ASF)	\$ 402,250	4.9
Other	Misc Income (i.e. interest/medical records fees)	\$ 13,770	0.2

2012 Total Revenue \$ 8,223,722

If your agency received funding from Jackson County in 2012, please identify the funding source, amount and program name below.

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Mental Health Levy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 196,470	Behavioral Health
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Outside Agency Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Jackson County Legislature	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 140,000	General Medicine/Dental
Jackson County Legislature	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 60,000	ASO Collaboration

2012 Total Jackson County Funding \$ 396,470

Did your agency receive funding or resources in 2012 from either of the following?

Mid America Regional Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 173,209	General Medicine (Evenings)
Mid America Regional Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 160,000	Care Coordination Program
Harvesters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	

RECEIVED

AUG 29 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section C: 2013 REVISED Program Budget

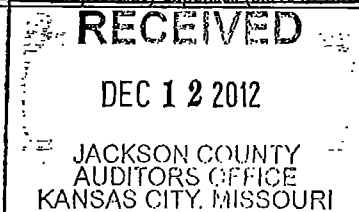
Complete a separate program budget for each program your agency is applying for funding.

Agency Name: KANSAS CITY FREE HEALTH CLINIC

Program Name: ASO COLLABORATION

Personal Services			
For each salary request below please attach a job description or duties.			
Position/Title	Total Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
<i>Kansas City Free Health Clinic</i>			
HIV Prevention and Counseling Staff as needed-may include Prevention Specialists/			\$ 13,200
HIV Testing & Outreach Coordinator and/or Prevention Mgr.			
Fringe Benefits/payroll taxes (20%)			\$ 2,640
Other (occupancy, equip maintenance, professional insurance, etc.)			\$ 856
<i>Good Samaritan Project</i>			
Testing Personnel	\$40,000	7%	\$ 2,647
Fringe Benefits/payroll taxes (18%)			\$ 476
Occupancy and communication for dedicated testing room			\$ 1,500
<i>SAYE Inc.</i>			
Residential Care Staff positions (three)	\$114,071	17.24%	\$ 19,666
Total Personal Services			\$ 40,985
Contractual Services			
Not applicable			\$ -
Total Contractual Services			\$ -
Supplies			
<i>Kansas City Free Health Clinic</i>			
Program supplies (risk reduction/HIV rapid test kits/testing incentives)			\$ 796
Printing (referral cards/educational brochures)			\$ 149
Office/copying supplies			\$ 126
<i>Good Samaritan Project</i>			
HIV Rapid Test Kits-Orasure Technologies			\$ 1,892
Safer sex kits (condoms, lubricant, etc.)			\$ 500
Printing ("Get Tested" cards)			\$ 50
Office supplies-general			\$ 150
Emergency assistance (rent/utilities/transportation) for HIV/AIDS+ clients			\$ 10,907
Total Supplies			\$ 14,570
<i>Kansas City Free Health Clinic</i>			
Indirect cost rate agreement (10.7% of direct program expenses)			\$ 1,900
Other administrative fees			\$ 1,000
<i>SAYE, Inc.</i>			
Administrative/supervisory expenses (in-kind to program)			\$ -
<i>Good Samaritan Project</i>			
Administrative/supervisory expenses (8.5% of direct program expenses)			\$ 1,545

Total Program Request \$ 60,000



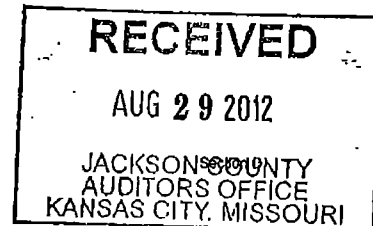
Section D: 2013 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Kansas City Free Health Clinic

Program Name: AIDS Service Foundation (ASO) Collaboration

Proposed Program	
Detail functions to be performed by each program.	
<p>Kansas City Free Health Clinic, Good Samaritan Project, and SAVE, Inc. and are partners in the AIDS Service Organization (ASO) Collaboration to provide services for HIV positive individuals and those at risk for HIV infection. The Clinic will serve as the lead agency providing grant administration. The Clinic will provide HIV prevention education for HIV positive and negative individuals, risk reduction tools, and testing for those at high risk for exposure to HIV/AIDS. Good Samaritan Project will provide HIV/STD risk reduction counseling and HIV testing, and emergency assistance for individuals who are HIV+ clients who are at risk for homelessness. SAVE, Inc. will provide 24-hour assisted living for homeless individuals living with HIV/AIDS who require intensive support and are unable to live on their own.</p>	
Participants	
Identify the number of participants by County that each program serves.	
Jackson, MO	6,012
Clay, Platte, Cass, MO	120
Wyandotte, Johnson, KS	200
Other Missouri	65
Target Population	
Describe target population and demographics to be served by each program.	
<p>The target population for the ASO collaboration is Jackson County residents who are either infected with HIV/AIDS or who are at high risk for contracting HIV/AIDS. This includes groups identified in the Kansas City Region Comprehensive HIV Prevention Plan 2011-2015, developed in late 2010. The risk populations noted in the current Plan are White, African American, and Latino Men who have sex with men (MSM); African American women; Latino women; and High Risk Heterosexual African American Men. Of particular concern, are the increasing rates among young MSM of color for HIV/AIDS. To reach this group will require a concerted effort by the Clinic. The target population also includes persons such as those who are homeless; or in substance abuse treatment centers, correctional facilities, and domestic violence shelters.</p> <p>Level of indigents served by program: The Clinic serves people at risk of HIV infection but does not track income level for prevention and testing services. GSP serves 15-20% indigents and SAVE 100%.</p>	
<p>Would you provide these services to anyone at your door? Is anyone denied services?</p>	<p>Yes Yes</p>
<p>What level of indigents</p>	<p>See Target Population discussion above.</p>
<p>Please classify your program from the following types by percentage of your agency's overall services:</p>	
Senior Program	N/A %
Indigent Program (Below Poverty Level)	N/A %
Senior Indigent Program	N/A %
<p>What criteria do you have for the clients you serve? KC Free and GSP do not have selection criteria for prevention and testing. For GSP emergency support, clients must demonstrate financial hardship, and be HIV+ and in case management. SAVE clients must be homeless, HIV+ and have medical need that requires 24 hour supervision.</p>	



Section D: 2013 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Kansas City Free Health Clinic

Program Name: AIDS Service Foundation (ASO) Collaboration

Service Delivery Area

Identify your specific geographic service delivery area for each program.

Kansas City Free Health Clinic, Good Samaritan Project, and SAVE, Inc. are all headquartered in Jackson County, Missouri and provide services throughout the metropolitan Kansas City area, in both Missouri and Kansas. Our service delivery area for the proposed programming is Jackson County, Missouri.

Fund Separation

Indicate what measures your agency will take to ensure that funds received from Jackson County will be utilized for the benefit of Jackson County residents.

The Clinic has a financial policy manual which is written in accordance with Generally Accepted Accounting Principles. Controls and systems are in place to ensure that grants are used for the purpose for which they were awarded. BKD, LLP has completed the preliminary audit for FY11-12, which will be reviewed and approved by the Board of Directors. For Emergency Assistance distributed through GSP: Requests are reviewed by the client's Case Manager and approved by the Director of Case Management. Checks are written directly to the vendor, not to the client. All requests are supported by documentation which includes copies of the past due bills, rental agreements or other documentation. Clients must also show that they have sought funding from other sources and that they are residents of Jackson County, Missouri, before the request is approved.

Approach & Method

List the top three (3) objectives for each program.

1. The Kansas City Free Health Clinic will provide HIV testing, education, and prevention services for people at high risk for transmitting or contracting HIV.

2. Good Samaritan Project will provide HIV counseling and testing for individuals at high risk for HIV/AIDS and emergency assistance for HIV+ clients.

3. SAVE, Inc. will provide housing in its residential group home (SAVE Home) for individuals living with HIV/AIDS that cannot live alone and require assistance with their activities of daily living.

Detail specific methods you will use to achieve these objectives.

The Kansas City Free Health Clinic will conduct prevention interventions (S.I.S.T.A., Comprehensive Risk Counseling Services/ CLEAR, LIFE, Healthy Relationships, Project RAPP- the Real AIDS Project, Willow and All Stars Core and Plus and 4-up: Defend Yourself), distribute condoms and other risk reduction materials, and conduct HIV testing in the community. GSP will provide HIV counseling and testing for individuals who are at-risk and emergency assistance for HIV+ clients. Emergency assistance funds are used to pay for HIV+ clients' utility bills, rent, transportation and other necessary expenses when the client is not able due to loss of a job or other unforeseen circumstances. SAVE, Inc. will house HIV+ homeless persons in its group home; and assist them in managing their condition/challenges (medications, hygiene, housekeeping, meal prep) and accessing medical/other services.

Evaluation

How can the success of each program be evaluated?

Indicate performance measures or statistics you will use to demonstrate the success of each program.

The Kansas City Free Health Clinic will use the following measures to demonstrate the success of the Clinic's program: the number of safer sex kits distributed, the number of drop off sites for condom distribution, the number of evidence-based prevention/education sessions provided, and the number of community sites at which HIV testing is offered. Good Samaritan Project will use the following measures: the number of people who receive an HIV test and the number of people who receive emergency assistance. SAVE, Inc. measures its goals on an annual basis, at a minimum, by reviewing case notes, individual resident files and records maintained in its Homeless Management Information System.

Notification

How will your organization make clients, the public and the media

aware of the generous taxpayer funding received from Jackson County? (Please attach any examples)

The Kansas City Free Health Clinic's Board of Directors is informed of the funding received from Jackson County in the Executive Director's Report. Essential funding such as support from Jackson County is listed in Clinic social networking and marketing pieces such as the Clinic's website, www.kcfree.org, its Facebook page, its Annual Report, and/or its newsletters. Additional publicity is possible but is arranged on a case by case basis. If a funder desires, we can create signage for the waiting room and/or exam rooms and/or disseminate through a media release.

GSP will inform the public of the County's support through its bi-annual newsletter, acknowledgment on its website, www.gsp-kc.org and in various HIV prevention materials.

SAVE, Inc. will inform its Board of Directors and acknowledge this award in its annual report and newsletter which it posts on its website www.saveinckc.org.

RECEIVED

AUG 29 2012

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Exhibit B

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Kansas City Care Clinic**, (Organization name) is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Kansas City Care Clinic**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Sheridan Y Wood
Authorized Representative's Signature

Sheridan Y Wood
Printed Name

CEO
Title

3/14/13
Date

Subscribed and sworn before me this 14 day of March, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 11/26/16.

Danielle R Tackett
Signature of Notary

3/14/13
Date

