

CONSULTING AGREEMENT

THIS CONSULTING AGREEMENT; made and entered into on this 25th day of October, 2018, by and between JACKSON COUNTY, MISSOURI, hereinafter called the "County" and Randy Wolverton, 2119 N.E. 111th Terr., Kansas City, MO 64155, hereinafter called "Consultant."

WITNESSETH:

WHEREAS, Consultant has agreed to perform consulting services for the County in the area of forensic auditing, in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Consultant and County have agreed to be bound by the provisions hereof,

NOW, THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Consultant respectively promise, covenant and agree with each other as follows:

1. Consultant shall perform forensic auditing services at the direction of the County's Prosecuting Attorney, all as is more fully set out in the Description of Services, attached hereto as Exhibit A.
2. County shall pay Consultant at the rate of \$60.00 per hour for his services pursuant to this Agreement, in a total amount not to exceed \$5,000.00.
3. Consultant shall bear all the expenses of its work under this Agreement.
4. Consultant shall work as an independent contractor and not as an employee of County. Consultant shall be subject to the direction of County only as to



the result to be accomplished and not as to the means and methods for accomplishing the result. Consultant shall report all earnings received hereunder as gross income, and be responsible for its own Federal, State and City withholding taxes and all other taxes, and operate its business independent of the business of County except as required by this Agreement.

5. The term of this Agreement shall be effective as of October 1, 2018, and extend until September 30, 2019. Consultant or County may terminate this Agreement by giving seven (7) days written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Consultant may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by Consultant to County within three (3) days of the demand of County.

6. Consultant promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, he shall not assign any portion or the whole of this Agreement without the prior written consent of County, except as specifically provided in section 3. herein.

7. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

8. Pursuant to §285.530.1, RSMo, Consultant assures that he 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, Consultant 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.

9. Consultant and his subcontractors shall be responsible for their own compliance with the provisions of section 105.450 et seq., RSMo.

10. This Agreement incorporates the entire understanding and agreement of the parties.

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

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By



Frank White
County Executive

ATTEST:

Randy Wolverton



Mary Jo Spino
Clerk of the County Legislature

By



Federal I.D. No.497-58-6872

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REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract 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 \$5,000.00 which is hereby authorized.

10 27 2018
Date



Director of Finance and Purchasing
Account No. 008-4152-56790

Randal A. Wolverson
CPA/CFF; CFE
Business: Randal A. Wolverson CPA LLC
Business Telephone: (816)223-0770

Retired FBI Special Agent Randal A. Wolverson has been a Certified Public Accountant (CPA) approximately twenty-eight years. Wolverson joined the Federal Bureau of Investigation (FBI) in January 1981 where he received training at the FBI Academy, Quantico, Virginia. After graduating from the FBI Academy, he was assigned to the Kansas City Division where he worked cases involving Violent Crime matters. Wolverson was transferred in June 1982 to the Louisville Division of the FBI where he worked Violent Crime, White Collar Crime, Drugs, and Public Corruption matters. Wolverson was transferred in 1984 to the Philadelphia Division of the FBI where he worked White Collar Crime and Organized Crime matters. Wolverson was transferred in 1990 to the Kansas City Division where he worked White Collar Crime, Violent Crime, Domestic Terrorism, Health Care Fraud, and Public Corruption matters.

Wolverson was promoted in November 2007 to the Financial Crimes Section, Economic Crimes Unit at FBI Headquarters in Washington DC and was responsible for program management of Corporate Fraud, Securities Fraud, Insurance Fraud, and Mass-Marketing Fraud matters. Wolverson was accredited as a Certified Instructor after completing the FBI Instructor Development Course and thereafter provided instruction on White Collar Crime matters to FBI Special Agents at the FBI Academy in Quantico, Virginia.

While employed by the FBI as a Special Agent and a Supervisory Special Agent, Wolverson maintained membership with the American Institute of Certified Public Accountants (AICPA) and Association of Certified Fraud Examiners (ACFE). Wolverson attained accreditation from the AICPA as Certified in Financial Forensics (CFF). Wolverson has developed and provided training relating to fraud detection, investigation, and prevention to numerous law enforcement agencies, college undergraduate and graduate programs, auditors, accountants in private practice, and other professional organizations. Wolverson formerly served on the AICPA Forensic and Litigation Services Committee and is a current member and past Chairman of the AICPA Fraud Task Force.

Wolverson retired from the FBI after approximately 28 years of service and currently resides in Kansas City, Missouri. Wolverson is licensed as a CPA in Missouri and Kansas, and provides forensic accounting services as a Sole Practitioner. Wolverson is currently employed as a Senior Financial Investigator and Contract Forfeiture Investigator (CFI) with Chenega, Inc., and is assigned to work in the Kansas City Division of the FBI. Wolverson will work criminal cases with FBI Agents to trace illicit funds, identify assets illegally procured with criminal proceeds, and initiate forfeiture proceedings to seize the assets.

Wolverton researched and assisted in the preparation of an AICPA White Paper entitled *Conducting Effective Interviews* to provide guidance to CPAs involved in engagements where interviewing skills are necessary. Wolverton researched and authored an article published in the *AICPA Journal of Accountancy* entitled "What CPAs Need to Know about Organized Crime" (April, 2012). Also in 2012, Wolverton co-edited a book entitled "White Collar Crime – Core Concepts for Consultants and Expert Witnesses" published by the AICPA.

Investigative experience as an FBI Special Agent and CPA/Forensic Accountant can be summarized as follows:

- **Financial Institution Fraud; Corporate Fraud:** From 1991 to 2008, Wolverton was assigned to investigate numerous internal and external fraud schemes victimizing Financial Institutions, to include employee embezzlements, fraud conducted by officers, fraud against bank regulators, check kiting, check manipulation, loan fraud, mortgage fraud, computer fraud, ACH fraud, accounting fraud, and bank failures.
- **Health Care Fraud/Fraud Against the Government:** Wolverton has conducted numerous investigations involving complex Medicare/Medicaid fraud schemes, and schemes involving the misuse and misappropriation of U.S. Government funds. These investigations required the review of existing laws, rules, contracts and regulations, and a further analysis of financial transactions to support the prosecution of persons responsible for the fraud schemes.
- **Money Laundering Schemes; Asset Forfeiture:** Wolverton has conducted numerous financial investigation to fully trace proceeds of fraudulent schemes to identify money laundering violations in criminal cases, as well as identifying and locating assets procured from illegal proceeds. The Money Laundering and Asset Forfeiture evidence would emanate from the financial analysis in Financial Institution Fraud, Health Care Fraud, Mortgage Fraud, Securities Fraud, Wire and Mail Fraud, and Fraud Against the Government cases.
- **Sensitive Background Investigations:** Wolverton has conducted numerous sensitive background investigations involving positions in the United States Government, to include backgrounds of U.S. District Judges, U.S. Magistrate Judges, United States Attorneys, Special Appointments by the White House, and other Federal employees seeking employment or high level security clearances.

- **Interviewing:** Wolverton has conducted numerous interviews of witnesses, victims, suspects, and admitted criminals pursuant to criminal investigations. Wolverton also has developed training guidance for the AICPA regarding interviewing skills and conducts training seminars to assist CPAs and other professionals in developing effective interview techniques.

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 **Randy Wolverton**, (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, **Randy Wolverton**, 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.)

Randy Wolverton
Authorized Representative's Signature
owner
Title

RANDY A WOLVERTON
Printed Name
10/11/2018
Date

Subscribed and sworn before me this 11th day of October, 2018. I am commissioned as a notary public within the County of Clay, State of Missouri, and my commission expires on 06-28-20.

Jennifer L. Little
Signature of Notary

10/11/18
Date

JENNIFER L. LITTLE
Notary Public-Notary Seal
STATE OF MISSOURI
Clay County
-5-
My Commission Expires June 28, 2020
Commission # 16904779