

COOPERATIVE AGREEMENT

THIS AGREEMENT, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **KANSAS CITY CARE CLINIC, 3515 BROADWAY, KANSAS CITY, MO 64111**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for the AIDS Service Organizations collaboration; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **Services**. Organization shall provide the AIDS Service Organizations collaboration, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The term of this contract is January 1, 2017, through December 31, 2017, and as such, all expenditures must occur within this period. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to Organization's budget, Organization shall submit a written request to the Jackson County Legislative Auditor's no later than October 31, 2017. Any changes to



the budget must be approved by the Jackson County Legislature.

2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$60,000.00** in quarterly installments of **\$15,000.00**, 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 reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

3. **Reports/Other Documentation.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization 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 report for the first quarter shall be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize all of Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County.

Organization must notify the County in writing on Organization's letterhead, within five working days of the following changes:

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract

- c. Liability insurance coverage
- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

4. **Submission of Documents.** No payment shall be made under this Agreement unless Organization 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) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization's total budget for its most recent fiscal year; and (4) a detailed explanation of actual expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds. Any documents described herein which were 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 Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

5. **Equal Opportunity.** Organization shall maintain policies of employment as follows:

A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion,

color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

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 parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Organization pertaining to its

finances and operations as related to County funds. Further, Organization agrees to establish and adopt such accounting standards and forms as recommended by the County prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document expenditure of these funds may be changed from time to time by the County.

8. **Default.** If Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization within ten days after receipt of notice from the County, the County may, at its election, terminate this Agreement and withhold any payments not yet made to Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **Appropriation Of Funds.** Organization and the County recognize that the County intends to satisfy its financial obligation to Organization 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 Organization 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.

10. **Conflict Of Interest.** Organization 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.

11. **Severability.** 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.

12. **Indemnification.** Organization shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, and 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 Organization during the performance of this Agreement.

13. **Insurance**. Organization shall maintain the following insurance coverage during the term of this Agreement.

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

14. **Term**. The term of this Agreement shall commence January 1, 2017, and shall continue until December 31, 2017, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Organization as verified

by the County's audit.

15. **Termination**. This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

16. **Standard of Care**. Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

17. **Financial Contact**. Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Fiscal Representative
Q. Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Kansas City Care Clinic
Cori Stites
3515 Broadway
Kansas City, MO 64111
(816) 777-2791

18. **Compliance**. The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code.

Organization shall file quarterly compliance reports as required by the County Compliance Review Office. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.

19. **Remedies For Breach.** Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

A. The County may, without prior notice to Organization, immediately terminate this Agreement; and

B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization has not yet rendered services in accordance with this Agreement, and to collect the County's reasonable attorney's fees, court costs and service fees if it is necessary to bring action to recover such payments.

20. **Transfer And Assignment.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

21. **Organization Identity.** If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the county in the event it is merged or purchases by any other entity.

22. **Confidentiality.** Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to examine said records in performing its audit and review functions, but shall not disclose

said identities to any third party in any fashion.

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

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 18th day of May, 2017.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon
W. Stephen Nixon
County Counselor

By Frank White, Jr.
Frank White, Jr.
County Executive

ATTEST:

KANSAS CITY CARE CLINIC

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

By Sherridan G. Wood
Title President and CEO
Federal Tax 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.

May 17, 2017
Date

[Signature]
Chief Financial Officer
Account No. 002-7704-56789

PC 77042017001

Res. 19371

2017 Jackson County Outside Agency Funding Proposal
Kansas City CARE Clinic
AIDS Service Organization Collaboration

Exhibit A

Kansas City CARE Clinic

3515 Broadway
Kansas City, MO 64111
(816) 777-2787
www.kccareclinic.org
fedtaxid: 43-0967292

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AIDS Service Organization Collaboration
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Fiscal Year: April to March

GuideStar: 3273723565

Mission: The mission of the Kansas City CARE Clinic is to promote health and wellness by providing quality care, access, research, and education to the underserved and all people in our community. We accomplish this by: Respecting the dignity of each individual; Serving a diverse community; Providing culturally competent quality care; Working collaboratively with volunteers; Cultivating partnerships throughout our community; Adapting do the changing needs of the community; Embracing healthcare innovation and research; Educating the healthcare workforce; Maximizing our financial resources.

Executive Director

President & Chief Executive Officer
Sheridan Wood
(816) 777-2763
swood@kccareclinic.org

Contact Person

Senior Marketing & Development Coordinator
Cori Stites
(816) 777-2791
grants@kccareclinic.org

Check the Jackson County Legislative District and your At-Large District where your agency is located?

District 1: Yes

At-large District 2: Yes

**2017 Jackson County Outside Agency Funding Proposal
 Kansas City CARE Clinic
 AIDS Service Organization Collaboration**

Agency Revenue Information

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Funding Entity	Source Description	2016 Actual	2017 Projected
Federal	HRSA, CDC, Ryan White	\$2,836,453	\$2,850,945
State	MODHSS, State Health Department	\$410,350	\$587,032
Jackson County	Legislature, Community Mental Health Fund	\$419,176	\$530,000
City of Kansas City	Health Department, Health Levy	\$2,228,628	\$2,188,665
Charity/Donations	United Way, Individual Donors, Various	\$541,345	\$867,872
Fundraisers	Bloom, And the Beat Goes On, We CARE KC	\$285,475	\$410,000
Donations	MATEC, HCF, McWilliams, SLEFA, Wyandotte Co, etc.	\$2,569,203	\$2,379,353
		\$9,290,630	\$9,813,867

Please check if your agency has cash reserves: Yes
What is the current balance? \$114,804

Please check all Jackson County sources your agency received funding from in 2016:
 Mental Health Levy: Yes
 Outside Agency: Yes

Please check any of the following your agency received funding or resources from in 2016:

	Goods	Services	Cash	Amount
Harvesters				
Mid America Regional Council				
MAAC Link				
United Way			Yes	\$188,610

**2017 Jackson County Outside Agency Funding Proposal
Kansas City CARE Clinic
AIDS Service Organization Collaboration**

Date Program was Initiated: 2010

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What time period does this program run: All Year

Provide program description: The Kansas City CARE Clinic, Good Samaritan Project, and SAVE, Inc. are partners in the AIDS Service Organization (ASO) Collaboration to provide services for HIV-positive individuals and those at risk for HIV infection. KC CARE Clinic will serve as the lead agency providing grant administration. KC CARE Clinic will provide HIV prevention education for HIV-positive and negative individuals, risk reduction tools and strategies, HIV testing for those at high risk for exposure to HIV/AIDS and linkage to medical care for positives. Services and interventions are provided at KC CARE and at community outreach efforts, including the Pride Festival, AIDS Walk, and the African American Women's Conference. Good Samaritan Project (GSP) will provide HIV/STD risk reduction counseling and HIV testing, and emergency assistance for clients who are HIV-positive and homeless or at imminent risk for becoming homeless. 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.

Describe the benefits of this program to Jackson County Missouri: HIV prevention, care, and support services are vital for the health, wellness, and productivity of residents of Jackson County, Missouri. These activities are central to the missions of all three ASO service organizations included in this grant. These agencies have been serving Jackson County for more than three decades. The Kansas City CARE Clinic has been providing the community with a continuum of HIV services since the 80s, with an emphasis on education and prevention as well as care. We recognize that focusing on care and prevention creates a healthier community. Good Samaritan Project was founded in 1985, in response to the AIDS epidemic. Today, they continue to provide advocacy, education, and services to those impacted by HIV/AIDS in Jackson County, MO. SAVE, Inc. provides housing and related services and recognizes that individuals with HIV/AIDS have complex needs compounded by their diagnosis. The SAVE Home program was founded in 1986, as volunteers recognized the need for a safe haven for those dying from AIDS. SAVE, Inc. continues to provide this vital service to those in need of intensive care to prevent homelessness for those living with AIDS in our community.

Describe target population to be served: 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 2016 Kansas City Regional Prevention and Care Plan. 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. The target population also includes persons who are homeless or in substance abuse treatment centers, correctional facilities, and domestic violence shelters. Level of indigents served by program: KC CARE Clinic serves people at risk of HIV infection but does not track income level for prevention and testing services. At present, GSP does not track income for clients served via prevention and testing services; however, all clients receiving case management services are within 300% of the federal poverty level. All of SAVE Inc.'s clients (100%) are indigent.

What are the qualifications for participants: Criteria for participants vary by ASO. KC CARE Clinic and GSP do not have selection criteria for prevention/outreach efforts. However, testing efforts will be targeted to clients who are considered high-risk. KC CARE Clinic's group and community-based interventions are also designed to target specific high-risk groups such as MSM, African American women, and youth. To receive GSP emergency assistance funding, clients must demonstrate financial hardship, be HIV+, and be receiving case management services. SAVE, Inc. clients must be homeless, HIV-positive, and have medical need that requires 24-hour supervision.

Check if your services are available to anyone:

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 2585

Number of participants from Other Areas: 425

Total Number of participants: 3010

Outcomes

Outcome 1: The Kansas City CARE Clinic will provide HIV testing for 1,2000 people at high risk for transmitting or contracting HIV, evidence-based interventions for negatives and positives, distribute 15,000 condoms, and link 90% of positives to medical care.

How will outcome 1 be measured: HIV testing is tracked in a state-wide system. Linkage to Care

and referrals for HIV+ individuals is tracked by staff in SCOUT, used by all service providers in MO and KS. Condom distribution is tracked by prevention staff using Excel.

Outcome 2: Good Samaritan Project will provide HIV counseling and testing for at least 700 individuals at high risk for HIV/AIDS and Emergency Assistance for at least 100 HIV+ clients enrolled in case management services.

How will outcome 2 be measured: HIV testing is tracked in an Access database and progress is evaluated monthly. Emergency assistance is tracked using internal processes and an Excel spreadsheet. Progress is evaluated monthly.

Outcome 3: SAVE, Inc. will provide housing in its residential group home (SAVE Home) for individuals living with HIV who cannot live alone and require assistance. Specific goals: 90% have a housing plan and 90% remain in Medical Case Management.

How will outcome 3 be measured: SAVE, Inc. uses MAACLink, the homeless information and management system and the SCOUT HIV database to monitor outputs and progress towards outcomes.

Outcome 4:

How will outcome 4 be measured:

Outcome 5:

How will outcome 5 be measured:

Please classify your program from the following types of services:

Community Improvement/Outreach: Yes
Food/Emergency Services: Yes
Health/Wellness: Yes
Indigent Population: Yes
Senior Services: Yes
Youth Services: Yes

What Jackson County Legislative Districts are served by this program:

Countywide: Yes

**2017 Jackson County Outside Agency Funding Proposal
Budget as Awarded
Kansas City CARE Clinic
AIDS Service Organization Collaboration**

Total 2017 Program Budget: \$60000

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Salaries

Position/Title	Description	Amount of Salary Requested	Total Salary
Prevention Specialist	KC CARE - Outreach HIV Staff	\$13,936	\$33,990
Director of Prevention Services	GSP - Oversees Prevention Efforts	\$2,647	\$50,000
Residential Care Staff I	SAVE, Inc. - Provides 24 hour on-site assistance	\$9,834	\$36,918
Residential Care Staff II	SAVE, Inc. - Provides 24 hour on-site assistance	\$9,833	\$32,736
Fringe Benefits		\$3,960	
Total Salaries & Fringe Benefits		\$40,210	

Contractual Services & Supplies

Description	Amount
KC CARE - Program Supplies (risk reduction, Test kits, testing incentives, other outreach supplies)	\$200
KC CARE - Printing (referral/business cards)	\$50
KC CARE - Office/Copying Supplies	\$47
KC CARE - Administrative Fee	\$1,000
GSP - Program Supplies, HIV Test Kits	\$2,442
GSP -Office Supplies	\$150
GSP -Emergency Assistance for Jackson Co. residents	\$10,907
GSP -Occupancy	\$1,500
GSP -Administrative expenses	\$1,545
Indirect (KC CARE)	\$1,949
Total Contractual Services & Supplies	\$19,790

Program sustainable without Jackson County Funding	Yes
Total Cost to Run Program WITHOUT Jackson County Funding	\$1,456,929
Cost/Participant	\$23
JACO Funding/Total Program Cost	%

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Reviewed the Non-Allowable Expenses: Yes

Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved: Yes

Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies: Yes

Certificate of Liability Insurance valued at a minimum of \$1 million per occurrence or \$2 million annual aggregate: Yes

Missouri Secretary of State Certificate of Good Standing: Yes

Missouri Secretary of State Annual Registration Report: Yes

Financial Statements (Balance Sheet, Income Statement, Cash Flow Statement): Yes

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**, 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
President & CEO
Title

Sheridan Y Wood
Printed Name
MAY 11, 2017
Date

Subscribed and sworn before me this 11 day of May, 2017. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 05/26/18.

Bethany Wright
Signature of Notary

5/11/2017
Date

