

CONSULTING AGREEMENT

AN AGREEMENT, made and entered into on this 17th day of August, 2017 by and between JACKSON COUNTY, MISSOURI, hereinafter called "the County" and G.A. DUMAS, LLC, 1734 E. 63rd Street, Suite 214, Kansas City, MO 64131, hereinafter called "Contractor."

WITNESSETH:

WHEREAS, the County and Contractor desire to enter into an Agreement whereby Contractor will provide substance abuse and cognitive restructuring services to clients of the No Violence Alliance; and,

WHEREAS, this Agreement is authorized by Resolution 19535, dated July 24, 2017;

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

1. **Services To Be Provided.** Contractor shall provide substance abuse cognitive restructuring services, as is more fully set out in the program proposal attached hereto as Exhibit A and incorporated herein by reference.

2. **Independent Contractor.** Contractor shall work as an independent contractor and not as an employee of the County. Contractor shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Contractor 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

FILED
AUG 17 2017
MARY JO SPINO
COUNTY CLERK

business of the County, except as required by this Agreement.

3. **Terms of Payment.** The County agrees to pay an amount not to exceed \$8,000.00 to Contractor for the services specified in this Agreement. Contractor shall be paid \$12.00 for each participant per class. Contractor shall invoice the County monthly detailing the attendees and dates of each class. The County shall pay such invoices in a timely manner.

4. **Expenses.** Contractor shall be responsible for all of its expenses incurred in the course of its work under this Agreement.

5. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Contractor pertaining to its finances and operations.

6. **Conflict of Interest.** Contractor 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 contract.

7. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Contractor 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, Contractor 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.

8. **Duration.** This Agreement shall be effective August 15, 2017, and

terminate on August 14, 2018, or upon the County's receipt of the final report and accounting.

9. **Severability**. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons 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.

10. **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 Contractor 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 Contractor, its officers, employees or agents during the performance of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement this 17th
day of August, 2017.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Contractor

By 


Frank White, Jr.
County Executive

ATTEST:

G.A. DUMAS, LLC



Mary Jo Spino
Clerk of the County Legislature

By: 

Title: Owner
Federal Tax ID No. 46-4249459

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 \$8,000.00 which is hereby authorized.

August 16, 2017
Date



Director of Finance and Purchasing
Account No. 008-4401-56080

PC 44012017009

Exhibit A



Gary Dumas
1734 E 63rd Street Suite 214
Kansas City, Missouri 64131
Office 492-6176 Cell 816-668-3380

Date: July 10, 2017

Attn: Stacey Daniels

Dear Dr. Daniels,

The content in this document communicates information on educational groups to address those in need of further rehabilitation from substance abuse and assistance with cognitive restructuring support.

(5) Areas most responsible for maximizing client impact:

- Healthy discussions that culminate in greater understanding
- Cognitive restructuring
- Need for validation
- Continued Education
- Reinforcement of Self – Efficacy

I will provide services through a series of educational classes: Understanding Addiction; Relationship & Recovery Series; and Personal Advancement Series. My services will cater to clients that meet one of the following three criteria's

1. Clients that are in need of continued education or assistance with or support with aftercare.
2. Clients recommended for education services that does not qualify for full service treatment.
3. Clients that express an interest in attending educational groups in a non-traditional treatment setting

The mission is to assist clients with keeping their momentum in staying consistent in their continued rehabilitative development and cognitive restructuring process.

Who is Gary Dumas?

Gary is a Missouri credentialed counselor with a primary focus on educating clients. Gary has been approved by the Missouri Department of corrections as a resource for providing substance abuse education as well. Gary has proven results in the following areas:

- Utilizing skills of sincere empathy
- Flexible facilitating and teaching techniques that appeal to various learning styles
- A professional who is skilled in exhausting all benefits through serving clients in group settings that will increase inspiration to change
- Good decision making when interacting with clients in the appropriate manner
- Skills to rectify any presented client disorder in groups in a non-coercive way
- Developing rapport with clients that results in healthy discussions during groups
- For further information on Gary Dumas please visit www.garydumas.com

What I take in most is the sincere ability to connect with clients. Although education is important but what's more important is ensuring that the education presented is understood in a way that leaves the client feeling confident in their abilities to carry out what they have been presented.

Outline of classes

Program fees - There is a 12.00 fee per person per class to participate.

Program specifics – There are (2) phases that we offer

Phase (1)

A successful completion consist of (12) classes. A client can achieve the (12) by attending 12 consecutive classes or by attending up to (3) classes a week. The referring agency reserves the right to recommend an extension on a particular client at any time.

Phase (2)

Once a client successfully completes a standard (12) class series and presents as noncompliant with positive UA's, missing scheduled appointments, failure to keep directives from probation officer or client advocate, the referring agency can recommend that the client re-engages in the program for a series or (24) classes.

Absences

In the event that a client starts the program and fails to attend classes without an excused absence from the referring agency for a period of (1) week the client will have to restart the program.

Seating

The capacity of seating is 10

We present from a variety of subjects that creates opportunity for participants to share experiences and feedback to inspire one another, validate one another's experiences and raise self-esteem and achievement of greater levels of personal insight. The educational class setting provides a safe and supportive environment for members to improve social skills and gain understanding. Participants learn from the information presented that encourages participants to take personal responsibility for their decisions while deciding to strive for better.

Subjects

Every since I was a kid I have always been a fan of facilitators that possess the ability to communicate a message clearly. It would allow me to interpret what was being said and process it in a very practical way. Rather than using terms to sound impressive I would much rather listen to someone that presents in a language that I can understand and apply based on my level of cognition.

I truly believe that what makes a presenter or speaker effective is the one who can effectively offer their developed skills, natural abilities and relevant experiences when presenting on a subject. Because of this explanation of what I value, this is what my passion consists of when I present!

New Client Orientation Education - The introductory stage of client enrollment, The process communications the goal and objectives of Dumas Company, the expectations from both the organization and the expectations that clients should have, class times and titles and overview of each subject, successful completion and unsuccessful completion terms

Understanding Addiction Series - This group primarily focuses on education regarding addiction and offers insight to the various ways to treat addiction from all substances. This series communicates how addiction begins and ways to break cycles of addiction and addictive thinking. *Class times are Tuesdays 10:00 am & 6:00 pm*

- Addictive Personality Behavior Disorder
- Dual Diagnosis
- Relapse prevention

Understanding addiction assist clients in identifying, accepting as well as present techniques to deviate from experienced episodes of anger or impulsivity exacerbated by substance abuse. This series also includes educating participants on how substance abuse can often coexist with anger and violence. Discussions regarding the correlation between substance abuse and traumatic experiences are also included in the series of understanding addiction.

Relationship & Recovery Series –Educate clients on various aspects on how to create, cultivate and manage healthy relationships with self, significant others, co-workers and relationships with the general public. *Class times are Thursdays 6:00 pm*

- Co-Dependency
- Abusive & Violent Relationship
- The Basics of Trauma
- Men & Women's Education

Personal Advancement Series–This class focuses on education to inspire continued development, strengthen employability skills, prepare for possible entrepreneurship, quality of life enhancement and awareness to the realization of aspirations.



Dumas Company is excited to announce the Mentoring component beginning 2017! As a CPC, certified professional coach, this accomplishment allows us to bring additional resources and skills that guarantees a positive increase in client impact.

The content in this document communicates information on a start up *mentoring program* as an extended service.

Issue: Clients express their dire need for assistance with (2) areas in specific

1. Support with moving past personal challenges that stand in the way of projected ambitions and positive intentions
2. Recognizing their strengths and how to employ them in productive ways to move forward in specific situations

Why Mentoring?

'Everyone needs someone at sometime, to give them something, in order for them to become the someone, that they have always wanted to become!'

The mentor produces a 100% commitment to assisting clients:

1. Begin with the clients agenda
2. Present from life experiences (when appropriate) as well as professional expertise
3. Inspire the client to see the advantages of accepting challenges and staying the course
4. Help the client to recognize the value in all successes whether big or small
5. Help the client to appreciate accountability and structure

6. Persevere through blocks and fears
7. Understanding of, and application of personal growth that results from self awareness
8. Present solutions along with roadmaps to follow
9. Encourage the client to think sober-minded and make decisions independently

Cost

The fee for this particular programming service is 12.00 per client meeting.

I look forward to being considered a referring resource in providing quality service to both the organization and the clients referred.

Sincerely,

Gary Dumas

COMBAT Funded Readiness Services Provided by DUMAS and Associates

January 2016 – February 2017

Name of Class	Number of Classes Conducted	Number of Clients Attending Classes	Number of People Served	Number of Drug Court Clients	Number Referred by NOVA & Probation and Parole	Number Referred by Other Probation Officers	Number Self Referred
Understanding Addiction Series/Addictive Personality Behavior Disorder	74	154	97	0	150	2	1
Relationship & Recovery/Co-Dependency	82	390	169	215	175	0	0
Personal Development/Anger Management	60	259	147	168	90	1	0
Man Class	1	8	8	8	0	0	0
Grand Totals	217	811	421	391	415	3	1

WORK AUTHORIZATION AFFIDAVIT

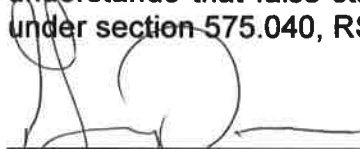
As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

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 **G.A. DUMAS, LLC**, 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, **G.A. DUMAS, LLC**, 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.)



Authorized Representative's Signature
Owner

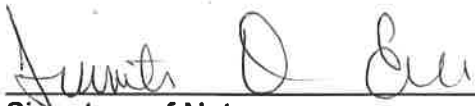
Title

Gary Dumas

Printed Name
August 14, 2017

Date

Subscribed and sworn before me this 14th day of August, 2017. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 2-20-2018.



Signature of Notary

8-14-2017

Date

