

COOPERATIVE AGREEMENT

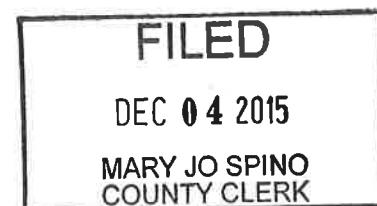
AN AGREEMENT by and between Jackson County, Missouri, hereinafter referred to as "the County" and the **MID-AMERICA REGIONAL COUNCIL**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "MARC."

WHEREAS, the County deems it to be in the best interest of its citizenry to provide support for two-year pilot program to address the need for emergency sobering and stabilization services in our area; and,

WHEREAS, this Agreement is authorized by Resolution 18925, dated September 14, 2015; therefore,

The County and MARC agree, in consideration of the following mutual promises and valuable consideration, as follows:

1. **Services to be provided.** MARC shall act as the fiscal agent for the Kansas City Crisis Center project that will provide alternative resources for stabilization and referral for person presenting with a psychiatric or substance abuse-induced crisis, as is more fully set out in the document attached hereto as Exhibit A.
2. **Terms of Payment.** County shall pay to MARC the total sum of \$100,000.00 for such services upon the execution of this Agreement. Pursuant to Exhibit A, these funds shall be used for a portion of the startup costs for the Crisis Center.
3. **Default.** If MARC shall default in the performance or observation of any term



or condition of this Agreement, the County shall give MARC written notice setting forth the default and correction required. Thereafter, if said default by MARC shall continue and not be corrected within ten days of the notice of default, the County may, at its election, terminate the Agreement and take such action in law or equity to recover all funds given to MARC under this Agreement, but not used for the purposes set forth in the Agreement, as the County deems appropriate.

4. **Conflict of Interest.** MARC 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.

5. **Termination.** This Agreement shall commence September 14, 2015, and shall terminate on December 31, 2016. This Agreement may be terminated prior to that date by either party upon written notice delivered fifteen 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 as verified by the County's audit as provided in paragraph 4 above.

6. **Equal Opportunity.** In carrying out this Agreement, MARC shall insure that none of the benefits or services of the program are denied to any eligible recipient on the basis of race, color, religion, sex, age, handicap or national origin. MARC shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap or national origin in terms and conditions of employment or termination, rates of pay or other forms of compensation and selection for training including

apprenticeship. MARC shall in all solicitation or advertisements for employees placed by or on behalf of MARC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

7. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, MARC 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, MARC 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. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and MARC have executed this Agreement
this 4th day of December, 2015.

APPROVED AS TO FORM:



W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By 

Michael D. Sanders
County Executive

ATTEST:



Mary Jo Spino
Clerk of the Legislature

MID-AMERICA REGIONAL COUNCIL

By 

Executive Director
Federal I.D. No: 43-0976432

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 \$100,000.00 which is hereby authorized.

December 2, 2015
Date



Director of Finance and Purchasing
Account No. 008-4404-56789

44042015026

Executive Summary:
Establishment of the Kansas City Crisis Center

August 2015

This concept paper is to propose the development of a two-year Crisis Center pilot project to provide the Jackson County community with an alternative, safe resource for triage, stabilization, and referral for persons presenting a psychiatric or substance abuse-induced crisis. Emphasis will be placed on utilizing existing community resources to the greatest extent possible and avoiding the unnecessary duplication of services.

The Problem: Why is a Crisis Center Necessary?

When emergency responders encounter individuals with mental health or substance abuse problems, they currently have no choice but to deliver them to hospital emergency rooms or jail. As professionals who work with this population agree, this approach is both wasteful and useless. This project seeks to divert these individuals arrested for petty offenses away from the jail and hospital and into treatment services. Absent such diversion, these individuals – often homeless and indigent – repeatedly recycle through the “revolving door” between hospitals, police, courts, ambulance and other social services. Those with multiple problems (e.g., substance abuse, mental illness, chronic or serious health problems, and homelessness) are often shuttled back-and-forth from one service organization to another.

The continual use of services by these “frequent flyers” requires heavy investments of time and attention from overworked police officers, paramedics, emergency room personnel, mental health professionals, social service providers, and others. Moreover, it results in a tremendous drain on each participating organization’s limited resources. It’s an ineffective process that wastes literally millions of dollars each year while putting an enormous strain on our existing systems. What’s more, it provides few if any long-term benefits for the troubled individuals who require these services.

The Solution: How We Will Meet the Need

The Crisis Center – which is strongly recommended after more than 19 months of study by a broadly representative Steering Committee – has enormous potential for providing lasting benefits to the individuals being served and major cost savings to our community.

When operational, the Crisis Center will not only reduce the burden on hospitals and social service agencies (in terms of time, personnel, and resources), but also will help troubled individuals who are brought or referred to the Center by addressing the root causes of their despair. While the exact model for the Crisis Center will be determined by a Lead Agency that is

selected by an expert Advisory Board to manage operations, the Steering Committee believes certain features are essential:

- **Location:** The Crisis Center must be situated a single location within the urban core – with easy highway access – so that it's convenient for police officers and ambulance personnel to deliver a client and return quickly to service.
- **Access:** The Crisis Center must provide 24/7 access to services. During the pilot period, only persons who have been admitted by police or ambulance personnel will be admitted (i.e., no walk-ins).
- **Service Units:** The Center must consist of two service units: a sobering unit (with 25 cots) and a stabilization unit (with 10-12 beds). Each will provide short-term service: up to twenty-three hours in the sobering unit and less than 48 hours in the psychiatric stabilization unit. (The Steering Committee strongly believes that the Crisis Center will only be successful if *both* units are included.)
- **Coordination and Linkages:** Following triage and stabilization, the Crisis Center must provide referrals to appropriate community-based treatment as well as follow-up/wrap-around services in coordination with other agencies. This also requires the provision of transportation to the next level of care.
- **Housing:** The Crisis Center must provide transitional housing to those without a residence until those persons are linked to permanent housing. The Center will incorporate the use of the VI-SPDAT (Vulnerability Index – Service Prioritization Decision Assistance Tool) in order to prioritize housing and services.
- **Timely Follow-Up Services:** Stabilization of a person will be ineffective unless immediate follow-up care is provided. The Department of Mental Health has assured that patients discharged from the Crisis Center will be given timely follow-up care.
- **Peer Support:** Research has shown that individuals who suffer from mental health and substance use disorders respond to others who have been in their position and who express a genuine concern for their well-being. Peers will be employed to work at the Crisis Center to help guide patients into treatment.
- **Motivational Interviewing:** All personnel employed by the Crisis Center will utilize motivational interviewing to encourage the patient to enter treatment services.

This two year pilot will demonstrate the economic advantage of diverting people who commit petty offenses and who possess a mental health and/or substance use disorder from the hospital and jails and into treatment services. Hospital diversion workers in the Missouri Department of Mental Health will work closely with the Crisis Center to keep these patients in housing, on medication, and in treatment services thereby reducing re-arrest.

Crisis Center Budget

| Staffing | Year 1 | Year 2 | Year 3 |
|--|--------------------|--------------------|--------------------|
| Director (1) | \$91,000 | \$91,000 | \$91,000 |
| Registered Nurse (5)x \$78,000 | \$390,000 | \$390,000 | \$390,000 |
| Mental Health Tech (10)x \$39,000 | \$390,000 | \$390,000 | \$390,000 |
| Community Support (5)x \$45,000 | \$227,500 | \$227,500 | \$227,500 |
| Qualified Mental Health Professional (5)x \$58,000 | \$292,500 | \$292,500 | \$292,500 |
| Peer Support (5) \$27,500 | \$137,500 | \$137,500 | \$137,500 |
| Total Staffing | \$1,528,500 | \$1,528,500 | \$1,528,500 |

| In-Direct Costs | | | |
|---|--------------------|--------------------|--------------------|
| Security \$30hrX 24 hour X 365 | \$275,000 | \$275,000 | \$275,000 |
| Tele-Psychiatry | \$100,000 | \$100,000 | \$100,000 |
| Food | \$250,000 | \$250,000 | \$250,000 |
| Medications | \$100,000 | \$100,000 | \$100,000 |
| Transportation | \$100,000 | \$100,000 | \$100,000 |
| Follow up Services/Treatment | \$250,000 | \$250,000 | \$250,000 |
| Transitional Housing 50 people/year (min 6 mo \$150/week) | \$390,000 | \$390,000 | \$390,000 |
| Incidentals for access to permanent housing | \$250,000 | \$250,000 | \$250,000 |
| Tracking/Evaluations | \$50,000 | \$50,000 | \$50,000 |
| Total In-Direct | \$1,765,000 | \$1,765,000 | \$1,765,000 |

| | | | |
|---|-----------|-----------|-----------|
| Start-up Costs | \$250,000 | | |
| Operational Costs (rent, computers, electricity, cleaning, etc) | \$250,000 | \$250,000 | \$250,000 |

| | | | |
|--|------------|--|--|
| Capital Improvements (depends on property) | \$ 500,000 | | |
|--|------------|--|--|

| | | | |
|--------------------|--------------------|--------------------|--------------------|
| Total Costs | \$6,058,500 | \$5,308,500 | \$5,308,500 |
|--------------------|--------------------|--------------------|--------------------|

Additional Considerations

Permanent Supportive Housing for one year for 50 people
 Most Intensive \$43.51 per day (housing and wrap around) X35
 Less Intensive \$28.86 per day (housing and wrap around) X15
Total Cost for One Year

\$555,840
 \$158,008
\$713,848

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 **Mid-America Regional Council**, 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, **Mid-America Regional Council**, 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.)

[Signature]
Authorized Representative's Signature
Director of Financial Affairs
Title

[Signature]
Printed Name
3-17-2015
Date

Subscribed and sworn before me this 17 day of MARCH, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 1.28.2017.

[Signature]
Signature of Notary

3-17-2015
Date
NANCY WEITZEL BERRY
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 13414121
My Commission Expires July 28, 2017