

CONSULTING AGREEMENT

AN AGREEMENT, made and entered into on this 14th day of December, 2015 by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **G.A. DUMAS, LLC**, 1734 E. 63rd Street, Suite 600B, 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 19001, dated November 16, 2015;

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

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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 \$10.00 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 December 1, 2015, and

terminate on November 30, 2016, 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 14th
day of December, 2015.

APPROVED AS TO FORM:




W. Stephen Nixon
County Contractor

JACKSON COUNTY, MISSOURI

By 


Michael D. Sanders
County Executive

ATTEST:



Mary Jo Spino,
Clerk of the County Legislature

G.A. DUMAS, LLC

By: 

Title: Owner
Federal Tax ID No. 46-4249959

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.

December 10, 2015
Date



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

PC 44012015018



G.A. Dumas Company L.L.C. - www.garydumas.com

Date: October 5, 2015

To: Gina English

From: Gary Dumas

Re: Educational Group Start-Up Classes

I have been privileged to serve those in need of support with both substance abuse and or various areas of what can be described as cognitive restructuring for many years. Throughout this period of service I persist to notice that there remains to be (5) areas most responsible for maximum client impact.

Those areas are:

Healthy discussions that culminate in greater understanding

Cognitive restructuring

Need for validation

Continued Education

Reinforcement of Self – Efficacy

Although there is always the expectation that clients are developing in the above areas, the concern always remain if whether or not clients are continuing their development on a consistent basis. I have said to clients on many accounts that -

"Sometimes it's not a matter of what you are doing wrong that's the problem, it could be that you're not doing enough of what is right"

There is always a need for clients to have a further resource that can offer them assistance in staying on the right course. G. A. Dumas Company L.L.C. is one of those resources.

Starting November 3rd 2015 I will be facilitating a variety of educational groups weekly that will cater to clients that meet one of three criteria's

1. Clients that are in need of education related to addiction or aftercare service support
2. Clients that desire education services who 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 development of recovery and cognitive restructuring process.

Why Gary Dumas?

Gary Dumas has been approved by the Missouri Department of corrections as a resource for providing service to clients in the state of Missouri. Gary Dumas is a State of Missouri credentialed substance abuse counselor that has proven himself in the following areas:

- Utilizing skills of sincere empathy
- Flexible facilitating and teaching techniques that appeal to various learning styles
- A professional who understands group processes according to Yalom's eleven factors of serving clients in group settings
- 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

Obviously educating clients is important, but what's more important is helping clients make the connection between the education presented and applying that education into every day practices.

The classes are available in (3) different sections.

Below you will find information concerning the class schedules and topics covered in each section.

15 ppl max in groups

Tuesday evenings 6:00 – 7:30pm

Understanding Addiction Series - This group primarily focuses on education regarding addiction, offer insight to the various ways to treat addiction from all substances, this series also communicates how addiction begins and ways to break cycles of addiction and addictive thinking.

- Addictive Personality Behavior Disorder
- Dual Diagnosis

Thursday evenings 6:00 – 7:30pm

Relationship & Recovery Series – To instill hope in clients, clients hear others share similar problems, concerns, experiences, and other aspects of their lives, clients learn that they are capable of helping others as well as themselves and as a result their self-esteem becomes enhanced and they become less absorbed in their problems, clients learn to listen, maladaptive behavior is challenged, clients also learn to appreciate and improve social skills.

- Co-Dependency
- Abusive & Violent Relationship
- The basics of Trauma
- Men & women's education

Saturday afternoon 12:-1:30 pm

Personal Advancement Series - Education that inspires continued development, strengthen employability skills, enhance quality of life and awareness to the realization of aspirations.

- Momentum
- The New You
- 12 Steps (in-depth study)
- MCO – Motivation For Criminal Offenders
- Anger Management
- Wellness & Recovery
- A Better Tomorrow
- MRT



Location of classes

The office is located at 1734 east 63rd 6th floor, Suite 600B Kansas City, MO 64130
(Location 1 Building, corner of 63rd and Woodland.)



Enrollment process

Those interested will call 816-668-3380 to be placed on the list according to what section that are interested in or were referred to. Clients are expected to be on time according to the schedule.

Payments process

The fee for each class is \$10.00 to attend and will be due prior to entering the class. Payment is accepted in the form cash, debit/credit card or money order unless other arrangements have been agreed between client/organization and G. A. Dumas Company L.L.C. representative. All money orders can be made payable to G.A. Dumas Company L.L.C.

I hope this information presents a clear description of the educational group service. We are very excited about getting started. Please contact me with information on any clients that you feel would benefit from what we are offering.

Gary Dumas,



G. A. Dumas L.L.C.

1734 E 63rd Street Suite 600B

Kansas City, Missouri

64131

t. 816-668-3380

e. info@garydumas.com

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.)

[Signature]
Authorized Representative's Signature
Owner
Title

Gary Dumas
Printed Name
12/8/15
Date

Subscribed and sworn before me this 8th day of December, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 2/23/18.

[Signature]
Signature of Notary

12/8/15
Date

CAROL A. LILLIS
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires Feb. 23, 2018
Commission # 14939322