

CONSULTING AGREEMENT

THIS AGREEMENT, made and entered into on this 2 day of December, 2014, by and between JACKSON COUNTY, MISSOURI, hereinafter called the "County" and BRITTANY BURKE STATEGIES d/b/a TACTAS, 6614 Clayton Road, #375, St. Louis, MO 63117, hereinafter called "Tactas".

WITNESSETH:

WHEREAS, the County has a need for a highly-qualified consultant for the furnishing of advice, research, and monitoring of legislative trends related to the Affordable Care Act and Medicaid expansion and reform; and,

WHEREAS, Tactas has agreed to perform consulting services and assistance to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement and Request for Proposals No. 69-14, and as authorized by the County Legislature through its Resolution 18666; and,

WHEREAS, Tactas 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 Tactas respectively promise, covenant, and agree with each other as follows:

1. Tactas shall perform a public health care assessment as related to Federal health care services, the Affordable Care Act, Medicaid expansion, and health care reform, as is more fully described in Tactas's Scope of Services attached hereto as Exhibit A, and incorporated herein by reference.

FILED
DEC 04 2014
MARY JO SPINO
COUNTY CLERK

2. Tactas shall work as an independent contractor and not as an employee of County. Tactas 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. Tactas 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.

3. County shall pay Tactas for services rendered under this Agreement in a total amount not to exceed \$75,000.00, in twelve equal payments of \$6,250.00 each. Tactas shall invoice County monthly and County shall pay Tactas promptly upon receipt of Tactas's invoice.

4. Tactas shall bear all the expenses of its work under this Agreement.

5. This Agreement shall be effective as of December 1, 2014, and shall extend until November 30, 2015. Tactas or County may terminate this Agreement by giving seven days written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Tactas 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 Tactas to County within three days of the demand of County.

6. Pursuant to §285.530.1, RSMo, Tactas 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, Tactas 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. Tactas promises, covenants, and agrees, in addition to all other provisions herein, that during the term of this Agreement, it shall not assign any portion or the whole of this Agreement without the prior written consent of County.

8. 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.

9. This Agreement shall be governed by the laws of the State of Missouri.

10. This Agreement, together with the County's RFP 69-14, incorporates the entire understanding and agreement of the parties.

(Signature page to follow)

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

BRITTANY BURKE STRATEGIES
d/b/a TACTAS

JACKSON COUNTY, MISSOURI

By 

By 

Federal I.D. No. _____

Michael D. Sanders
County Executive

APPROVED TO FORM:

ATTEST:


W. Stephen Nixon
County Counselor



Mary Jo Spino
Clerk of the County

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 \$6,250.00 which is hereby authorized.

Funds for future years are subject to appropriation in the then current annual County budget

December 3, 2014
Date


Director of Finance and Purchasing
Account No. 002-5102-56080
51022014006

SCOPE OF SERVICES

EXHIBIT A

Tactas will perform a public health care assessment as it relates to the health fund, federal health care services, the Affordable Care Act Medicaid expansion, health care reform and any health care related moneys appropriated. The purpose of the assessment is increase access to quality health care, improve health care policies, establish better management, greater accountability, enhance public health care policies to allow Jackson County achieve its health care goals.

Tactas will evaluate and make recommendations on health-related projects, agreements, relationships and policies addressed in the County Executive's Office and County in its entirety by developing a strong understanding, establishing metrics, data and a strategic plan for Public Health Care in the County. The Tactas consultant will provide services by looking at historical data, past practices and the current landscape by meeting with public and private health care officials, community and business leaders, assessing new policies being implemented on the local, statewide and national level. Tactas will also evaluate relationships with health care providers and existing contractual obligations and establish key stakeholders, develop goals, objectives surrounding health care issues in Jackson County. Tactas will assist with implementing new strategies resulting from data collected during the assessment when necessary and appropriate.

In addition to assessing the public health care policies for Jackson County, Tactas will also evaluate and advise on health-related constituent communications policies, protocols and techniques. Tactas will provide consulting, advising and lobbying services for Jackson County on an "as needed" basis as the County Executive deems appropriate.

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 **Brittany Burke Strategies d/b/a Tactas** 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, **Brittany Burke Strategies d/b/a Tactas**, 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.)

Buffy Burke
Authorized Representative's Signature
Principal
Title

Brittany Burke
Printed Name
12/2/14
Date

Subscribed and sworn before me this 2nd day of December, 2014. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on April 17, 2015.

Tedi H Rowland
Signature of Notary

12/2/2014
Date



TEDI H. ROWLAND
My Commission Expires
April 17, 2015
Jackson County
Commission #11173994