

**FILED**  
MAR 7 2013  
MARY JO SPINO  
COUNTY CLERK

**Res. 17991**

**RYAN WHITE COMPREHENSIVE AIDS RESOURCES  
EMERGENCY (CARE) ACT  
INTERGOVERNMENTAL AGREEMENT BETWEEN  
CITY OF KANSAS CITY, MISSOURI AND JACKSON COUNTY, MISSOURI**

This Agreement, entered into this 7<sup>th</sup> day of March 2012, by and between JACKSON COUNTY, MISSOURI, a Constitution Home Rule Charter County, hereinafter referred to as "the County" and the CITY OF KANSAS CITY, MISSOURI, hereinafter referred to as "the City".

WHEREAS, in accordance with section 2602(a)(1) of the Public Health Services Act as amended by the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act of 1990, Public Law 101-381., dated August 18, 1990, 104 Stat. 576, and as further amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2006, the chief elected official of the City or County that administers the public health agency which provides HIV services to the greatest number of individuals with AIDS within an eligible Transitional Grant Area (TGA) is designated to receive federal funding for the purpose of delivering or enhancing HIV related services; and,

WHEREAS, the greater Kansas City Metropolitan area has been designated a TGA under section 2609 (c) (1) of the Ryan White HIV/AIDS Treatment Modernization Act of 2006, as confirmed by the Director of the Center for Disease Control; and,

WHEREAS, the Kansas City TGA Includes Ray, Clay, Cass, Platte, Lafayette, Jackson and Clinton Counties in Missouri and Miami, Wyandotte,

Leavenworth and Johnson Counties in Kansas; and,

WHEREAS, the Kansas City TGA has been designated under Part A, subpart II[section 2609 (a)] of the Ryan White HIV/AIDS Treatment Modernization Act of 2006, to receive federal funding and,

WHEREAS, the Ryan White CARE Act of 1990 as amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2006 [section 2602 (a) (2)], established a requirement for Intergovernmental agreements between the chief elected officials of political subdivision which have not less than ten percent (10%) of the reported AIDS cases in the TGA; and,

WHEREAS, Jackson County, Missouri has sixty-six percent (66%) of the reported AIDS cases in the Kansas City TGA as of December 31, 2011, and continues to have at least ten percent (10%) each subsequent reporting year; and,

WHEREAS, Jackson County, Missouri allocates annual financial support for HIV-related services; and,

WHEREAS, the City of Kansas City, Missouri Health Department is responsible for coordinating HIV-related services for the Kansas City TGA;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and the City respectively agree as follows:

1. A designated representative of the Jackson County Health Department is encouraged and eligible to participate on the Kansas City TGA Ryan White Planning Council (Planning Council).
2. Representatives of persons living with HIV disease in Jackson County are encouraged and eligible to participate in the Planning Council.

3. Representatives of Health Service Providers, Community Based Organizations, Health Departments, Social Service Provider, HIV Service Providers, and others in Jackson County are encouraged and are eligible to participate on the Planning Council,

4. The delivery of services for Jackson County residents under section 2602(a)(1) of the Public Health Services Act as amended by the Ryan White Comprehensive AIDS Resources Emergency (CARE) Act of 1990, and as further amended by the Ryan White HIV/AIDS Treatment Modernization Act of 2006, shall be through the Kansas City TGA Case Management Network with open vendor participation.

5. The Kansas City Missouri Health Department will coordinate the client level data with providers of HIV-related services located in Jackson County to assure effective treatment of Jackson County and other Missouri resident clients.

6. The Jackson County area served by the Jackson County Health Department will have at least one (1), part-time, designated case manager who will provide services at the Jackson County Health Department or other designated location.

7. Jackson County shall also provide recommendations for the placement of additional case managers funded by Ryan White Part A funds as increased allocations are established for case management by the Ryan White Planning Council.

8. Jackson County vendors such as doctors, pharmacists, counselors, home health agencies, HIV therapy companies, labs, etc., shall have open entry into

the Ryan White vendor participation system. This will assure as much as possible that Persons living with HIV disease shall have local companies to deliver medical and support services.

9. Jackson County individuals living with HIV disease shall have client choice over who among qualified vendors delivers their HIV medical care and support services.

10. Jackson County individuals living with HIV disease shall have access to the same services as all participants throughout the Kansas City Ryan White Part A TGA.

11. As the administrative agent for the Kansas City Ryan White Planning Council, the Kansas City, Missouri Health Department shall provide at a minimum, an annual report to the Jackson County Health Department including the number and demographics of persons receiving Ryan White Part A services in the Kansas City TGA.

12. If any provision of this Agreement is invalid for any reason such invalid portion shall not render invalid the remaining provisions of this Agreement which can be given effect without the invalid provision to carry out the intent of the parties as stated herein.

13. Jackson County, Missouri and Kansas City, Missouri agree to the funding priorities as established by the Ryan White Planning Council.

14. Funds received under Part A subpart II will be used to supplement, not supplant, existing, local Jackson County funds to provide HIV-related services and existing local Kansas City, Missouri funds to provide HIV-related services. As required in Section 2605(a)(1)(A) of the Ryan White CARE Act, the political subdivision, Jackson County, within the TGA will maintain the level of expenditures by such political subdivision for HIV related services for individuals with HIV disease at a level that is equal to the level of such expenditures by such political

subdivision for the prior one (1) year period.

15. Political subdivision, Jackson County, within the TGA, will not use any funds received under Part A in maintaining the level of expenditures for HIV related services, as required in the above paragraph 15.

16. The Jackson County Health Department shall ensure submission of named HIV test results from labs, CD4 count results from labs, AIDS defining conditions from labs and medical providers, and viral load counts from labs to the City of Kansas City Health Department – Communicable Disease Surveillance Program.

17. Neither party hereto may assign this Agreement in whole or in part without the consent of the other party.

18. The waiver by party of any breach or failure of the other party to perform any condition or obligation contained herein shall not constitute a waiver of any subsequent breach.

19. This Agreement represents the entire agreement between the parties and supersedes any and all prior agreements whether written or oral. Any modification shall be valid only if written and signed by all parties hereto.

20. This Agreement shall remain in effect for five years, unless cancelled by either party in writing, as cover under the reauthorized RWCA, as amended in 2006.

21. This Agreement shall be governed by and conducted in accordance with applicable federal, state and local laws and regulations.

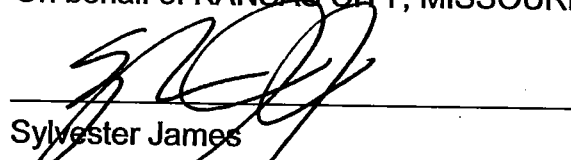
IN WITNESS WHEREOF, the parties hereto have cause this Intergovernmental Agreement between the County and The City to be executed in five (5) counterparts by their duly authorized offices and made effective the day and year first above written.

ATTEST:

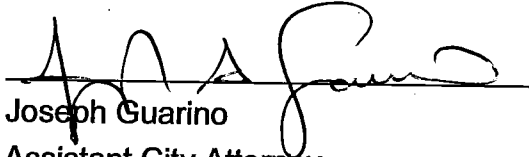


Marilyn Sanders  
City Clerk

On behalf of KANSAS CITY, MISSOURI

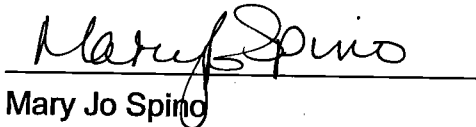
  
Sylvester James  
Mayor, City of Kansas City, MO

APPROVED AS TO FORM:



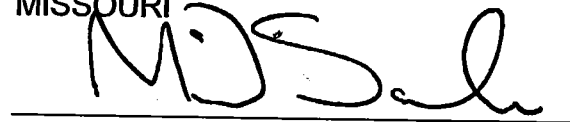
Joseph Guarino  
Assistant City Attorney

ATTEST:

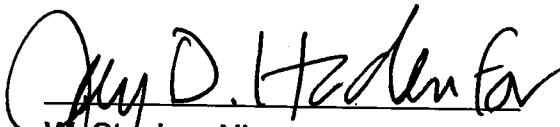


Mary Jo Spino  
Clerk of the Legislature

On behalf of JACKSON COUNTY,  
MISSOURI

  
Michael D. Sanders  
County Executive, Jackson County, MO

APPROVED AS TO FORM:

  
W. Stephen Nixon  
County Counselor