

COOPERATIVE AGREEMENT
COMBAT Grant Match

(January 1, 2018, through December 31, 2018)

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and **ROSE BROOKS CENTER, INC. P. O. BOX 320599 KANSAS CITY, MO 64132**, (a Missouri not-for-profit corporation), hereinafter referred to as "Organization."

WHEREAS, the voters in Jackson County approved and renewed a quarter cent sales tax for the purpose of providing revenue to combat illicit drug use and violent crime in our community; and,

WHEREAS, the voters and the Jackson County Legislature authorized the County Executive to contract with qualified not-for-profit community organizations to fund programs or services for the purpose of treating or preventing illegal drug use, drug-related offenses, and/or violence; and,

WHEREAS, Organization has been awarded a grant by **Allstate Foundation**; and,

WHEREAS, COMBAT Administration has carefully reviewed the Organization's proposal for 2018 funding; and,

WHEREAS, the Jackson County Legislature's Anti-Drug Committee has recommended the expenditure of **\$22,500.00**, of COMBAT Anti-Drug Sales Tax funds (hereinafter referred to as "COMBAT funds") to provide a local match to Organization's grant award;

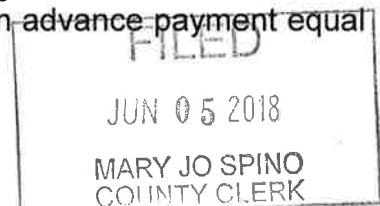
NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Organization respectively promise, covenant and agree with each other as follows:

1. **Services.** Organization shall use COMBAT funds solely for the purpose of providing substance abuse treatment, drug prevention, and/or violence prevention services, as is more fully set forth in Organization's proposal; and,

Organization shall collaborate and cooperate with COMBAT Administration in its efforts to provide for the substance abuse and/or violence prevention needs of those who are returning to Jackson County from correctional institutions; and,

Organization has agreed to use COMBAT funds only as set forth in Exhibit A, Budget and Pricing Page, attached hereto.

2. **Payment.** The County agrees to pay to the Organization a total amount not to exceed **\$22,500.00**. Upon execution of this contract, an advance payment equal



to one-quarter of the contract amount, totaling **\$5,500.00** will be submitted to Organization.

This award is contingent upon collection of sales taxes as budgeted at the time of the contract award. If COMBAT funds are reduced, contractor will be informed of necessary contract revisions, as provided for in this Agreement.

Additionally, Organization understands that no payment shall be made under this Agreement until Organization's 2017 COMBAT contract has been fully reconciled, if applicable.

Organization agrees to submit monthly expense reports and an Annual Report on forms provided by COMBAT Administration by the 20th of the month following month's end. All payments will be processed within 30 days of receipt of invoice, if the invoice is complete and accurate. All payments will be detained until the monthly program reports are received and accurate. Any reports that are incorrect will delay payment. The remaining contract amount will be paid in a monthly amount equal to:

- (1) 1/12th of the 2018 contract amount or
- (2) Expenses year to date, whichever is the lesser of the two.

The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

A final Program Report will be due by January 20, 2019. The final payment will not be processed until the agency's annual program report has been completely reconciled.

3. **Program Requirements.** All COMBAT Grant Match funded programs must adhere to the following:

- A. Organization must maintain a complete program expense file that reconciles to the invoices submitted to the COMBAT Administration.
- B. Organization must operate an evidence-based or research-based drug treatment, drug prevention or violent crimes reduction and/or prevention project that is supported by research and scientific theory.
- C. Organization must be a governmental agency or an agency chartered in the State of Missouri and have received an exemption from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code, and must provide such documentation to COMBAT Administration. Organization must have been in existence for two years prior to proposal submission (Statement of Contractor's Qualifications).
- D. Organization must notify COMBAT Administration in writing on Organization letterhead, within five working days of the following changes:

- a. Organization name, address, telephone number, administration, or board of directors
 - b. Organization funding that will affect the program under this contract
 - c. Liability insurance coverage
 - d. Management or staff responsible for providing services pursuant to this contract
 - e. Any proposed or actual merger or acquisition either taken by the Organization or towards the Organization
 - f. Changes to program and/or services, and the program's Logic Model and Outcome Measurement Framework chart.
- E. Organization must submit monthly invoices and program reports of activities in the format specified by COMBAT before payment will be processed for each month.
 - F. Organization must agree to accept referrals from the Jackson County Drug Court of the Non-Violence Alliance (NoVA), in which the Jackson County Prosecutor's Office is a participant, when requested.
 - G. Organization must send a representative to the COMBAT Awards program.
 - H. Organization must participate in other COMBAT sponsored activities as notified or requested.

4. **Annual Report/Other Documentation.** Organization shall submit annual reports and other documentation as requested by the County's Director of Finance and Purchasing, or by such other manager as designated in writing by the County Executive, to show that funds paid to Organization by the County were used for the purpose set forth in this Agreement. The annual report for 2018 shall be submitted no later than January 20, 2019.

5. **Evaluation Requirements.** Organization agrees that evaluative outcomes shall be given priority status. COMBAT Administration or its designee will monitor the Organization to assure that not only are the terms of this Agreement being fulfilled, but also to monitor the program's impact on drug use. The Organization agrees to participate in an effectiveness evaluation of the Organization's program objectives and an overall evaluation of specific core items, as required by the COMBAT Administration. Organization further agrees to utilize an agency specific evaluation document. Organization agrees to participate in and respond to periodic COMBAT Administration evaluations, assessments, and data inquiries.

The COMBAT Administration will evaluate Organization's performance periodically based on the Organization's monthly performance reports and compliance with contractual provisions. The County reserves the right to terminate this Agreement pursuant to paragraph 18 if the Organization does not meet stated performance measures and contractual requirements.

6. **Audit.** The County reserves the right to examine and audit the books and records of Organization pertaining to the finances and operations of Organization.

Organization agrees to establish and adopt such accounting standards and forms as may be recommended by the County's Financial Advisor prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document the expenditure of these funds may be changed from time to time upon mutual agreement.

7. **Default.** If Organization shall default in the performance or observation of any term or condition herein, the County shall give Organization ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, the County may at its election terminate the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's right to sue for breach of contract.

8. **Submission of Documents.** No payment shall be made under this contract unless the contracting agency shall have submitted to COMBAT Administration (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) a statement of the agency's total budget for its most recent fiscal year; and, (3) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) Any document described herein which was submitted to COMBAT Administration, as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if the contract agency is out of compliance on any County contract, including previous COMBAT contracts.

9. **Indemnification.** Organization shall indemnify, defend, and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) to the extent caused by the negligence or willful misconduct of Organization or its employees, agents or representatives.

10. **Insurance.** Organization shall maintain the following insurance coverage during the term of this Agreement.

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Organization agrees to name the County as Additional Insured on such policies, but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.

B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability. Organization agrees to name the County as Additional Insured on such policies,

but only to the extent of Organization's negligence under this Agreement and only to the extent of the insurance limits specified herein.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

11. **Standard of Care.** Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

12. **Term.** The term of this Agreement shall commence as of January 1, 2018, and shall continue until December 31, 2018, unless sooner terminated pursuant to paragraph 7, 19, or 27 hereof.

13. **No Replacement Revenue.** It being recognized by the parties that the purpose of the COMBAT funds is to improve the quality and effectiveness of drug treatment and prevention services in Jackson County, it is therefore declared as the express intent of the parties that the services to be rendered hereunder shall be in addition to those deemed necessary and required to maintain the efficient and effective operation of Organization in its normal duties.

14. **Conflict of Interest.** Organization 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.

15. **Financial Contact.** Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Rose Brooks Center, Inc.

Agency's Fiscal Representative

<u>CEO</u>	Title
<u>Susan K Miller</u>	Name
<u>816-523-5550</u>	Telephone

16. **Informational Reporting.** A designated representative of the organization shall attend meetings of the County Legislature and COMBAT Administration activities when so requested by either entity.

17. **Publicity.** If Organization receives or obtains any media attention because of this project, Organization is required to acknowledge that funding for the

project is from COMBAT funds. Printed material involving this program shall contain the COMBAT logo and a COMBAT sign shall be posted at the program site(s) for the duration of the contract.

18. **Suspension, Termination, and Disqualification.** COMBAT may suspend the payment of funds based on a determination that:

A. The nature of deficiencies results in substantial probability of or actual jeopardy to individuals being served.

B. Serious or repeated incidents of abuse or neglect of individuals being served or violations of rights have occurred.

C. Fraudulent fiscal practices have transpired or significant and repeated errors in billings to COMBAT have occurred.

D. Failure to secure appropriate certification has occurred, including falsification or fabrication of any information used to determine compliance with requirements.

E. The nature and extent of deficiencies results in the failure to conform to the basic principles and requirements of the program or service being offered.

F. An organization has failed to comply with COMBAT and/or Jackson County requirements, or falsification of any information used to determine compliance has occurred.

G. An organization has failed to comply with the scope of work of contracted services.

19. **Termination.** Notwithstanding any other provision of this Agreement, this Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days written notice to the party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

20. **Unspent Allocation.** Any appropriated funds under this Agreement not invoiced by Organization within 45 days from the expiration of this Agreement shall not be paid but shall remain in the COMBAT funds. These funds shall be subject to reappropriation. Such funds refer only to those funds that have not been committed for costs or purchases by purchase order, contract, or other formal documentation.

21. **Grant Funding.** If at any time during the term of this Agreement Organization's grant is terminated by **Allstate Foundation** or if Organization is otherwise found to be out of compliance with the grant's requirements, then this Agreement shall terminate and Organization shall promptly refund COMBAT funds to

the County. However, if this Agreement is terminated, Organization shall be entitled to receive just and equitable compensation for work completed pursuant to the requirements of the grant prior to the effective date of termination.

22. **Minority Hiring.** Organization shall have a twenty percent (20%) goal for minority hiring and employment regarding all positions funded out of the proceeds of COMBAT funds.

23. **Appropriation of Funds.** Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payments due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

- A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.
- B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

24. **Equal Opportunity Employment.** Organization shall maintain policies of employment as follows:

- A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all

qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

25. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Organization 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, Organization 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.

26. **Inspection or Audits by the County.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code. Organization shall file annual compliance reports as required by the County Compliance Review Office. The County may provide to Organization a list identifying specific areas funded by COMBAT funds which are to be inspected or audited by the County, and the definition and scope of a review audit of each specific area indicated.

Organization shall conduct internal audits of each specific area identified and shall provide its findings to the County and/or COMBAT Administration. If the County and/or COMBAT Administration desire additional study, after the in-house audit provided above, the County and/or COMBAT Administration and Organization shall engage a mutually agreed upon outside auditing firm to conduct further audit of each specific area identified, and shall share the costs of the outside auditor equally. The County warrants that all books, records, accounts, and any other documents in the possession of the County relative to COMBAT funds are public records open for inspection in accordance with Chapter 610, RSMo.

27. **Remedies for Breach.** Organization promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to so observe and perform in accordance with said Agreement represents and constitutes a breach of this Agreement. In such even, Organization consents and agrees as follows:

- A. That the County may without prior notice to Organization immediately terminate this Agreement; and,
- B. In addition to the foregoing, the County shall be entitled to collect from Organization all payments made by the County for which Organization has not yet rendered services in accordance with this Agreement, and may also be entitled to reasonable attorney's fees, court costs, and other expenses if it is necessary to bring legal action to recover such amount.

28. **Severability.** If any term 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.

29. **Transfer and Assignment.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

30. **COMBAT Contact.** For the purpose of this Agreement, the COMBAT Administration, or person designated by COMBAT Administration, shall act as the COMBAT Contact. The COMBAT Contact shall be responsible for overseeing the performance of the services to be rendered under this Agreement. The COMBAT Contact shall be authorized to accept minor changes in services rendered as long as they are not material nor do they substantially alter the services to be performed. Any substantial or material changes in the services provided under this Agreement must be approved by the COMBAT Administration and the County.

31. **Organization Identity.** If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the County in the event it is merged or purchased by any other entity.

32. **Incorporation.** This Agreement contains the entire understanding and agreement of the parties, and modifications hereto shall be enforceable only if in writing, signed by the parties hereto.

IN WITNESS WHEREOF, this Agreement has been executed this 5th day of

June, 2018.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

By:

W. Stephen Nixon
W. Stephen Nixon
County Counselor

By:

Frank White, Jr.
Frank White, Jr.
County Executive

ATTEST:

ROSE BROOKS CENTER, INC.

By:

Mary Jo Spino
Mary Jo Spino
Clerk of the County Legislature

By:

Title:

Sean J. Smith
CAO

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 to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of **\$22,500.00**, which is hereby authorized.

Date

6/5/18

Chief Administrative Officer

Account No: 008-4405-56798

44052018023
LA

EXHIBIT A:

ROSE BROOKS
RES: 19844

**Rose Brooks Center, Inc.
(January 1, 2018 – December 31, 2018)**

Budget Categories	Proposed COMBAT Program	Other funding amount	Name of other funding sources	Total Program Cost
Personnel – Salaries	\$18,914.26	\$51,396.40	OVW-TH, HUD, Allstate, and United Way	\$70,310.66
Fringe Benefits – <i>no more than 10% of Salaries</i>	\$1,891.43	\$11,967.22	OVW-TH, HUD, Allstate, and United Way	\$13,858.65
Program Operating Expenses:				\$0.00
Auditing/Accounting Services				\$0.00
Evaluation				\$0.00
Postage				\$0.00
Printing				\$0.00
Meeting Expense				\$0.00
Mileage (Local Travel)		\$4,310.00	United Way	\$4,310.00
Training				\$0.00
Memberships				\$0.00
Supplies				\$0.00
Insurance				\$0.00
Other*(Specify):				\$0.00
Program Supplies		\$1,000.00	Allstate	\$1,000.00
Client Assistance		\$5,000.00	Allstate	\$5,000.00
				\$0.00
				\$0.00
Indirect: <i>no more than 7% of total</i>	\$1,194.31	\$3,222.92		\$4,417.23
TOTAL PROPOSED BUDGET	\$22,000.00	\$76,896.54		\$98,896.54

***Other--Expenses in this category require approval from COMBAT**

1. Funds may not be used to provide capital improvements (Article 6, Section 23 of the Mo. Constitu
2. Funds may not be used to pay salaries for functions that have traditionally been performed by vol
3. Funds may not be used to pay rent, utilities, or equipment.



Allstate®

Foundation

August 17, 2017

Via email to: amyc@rosebrooks.org

Ms. Amy Couture
Director of Grants
Rose Brooks Center Inc.
PO Box 320599
Kansas City, MO 64132

Dear Ms. Couture,

On behalf of The Allstate Foundation, it is my pleasure to report that Rose Brooks Center Inc. has been approved to receive a \$30,000 grant for Economic Advocacy for Self-Resilience.

For over 60 years, The Allstate Foundation has used the relationships, reputation and resources of Allstate to support innovative and lasting solutions that enhance people's well-being and prosperity. We are proud to include your organization as a partner in building safer neighborhoods and stronger communities.

Attached are several items that will guide our relationship:

- **Grant Process FAQ** will answer most of your questions regarding the technical aspects of receiving your grant, including information on uploading documents for The Allstate Foundation.
- **Grant Agreement** outlines the details of your grant, including reporting responsibilities. The Grant Agreement must be signed and returned to The Allstate Foundation online before we can process and mail your grant. You will receive funding about two weeks after receipt of the signed Grant Agreement.
- **Communications Standards** to support your efforts to communicate about our partnership.

If this is a renewal grant from The Allstate Foundation, the 2017 grant is contingent on the receipt and approval of your 2016 Grant Report. Instructions for submitting a Grant Report are available in the FAQ.

During the grant period, I will be your contact. I am happy to discuss how we can work together to build a strong, outcomes-focused partnership. If you have any questions now or during the grant period, please do not hesitate to let me know.

Best wishes to your organization as it continues its important mission. We look forward to working with you.

Sincerely,

Stephanie Howell
Sr. Corporate Relations Manager, Corporate Relations
West Central Region
Allstate Insurance Company
Stephanie.Howell@allstate.com
(303) 779-3791



Allstate

Foundation

Grant Process FAQ

- 1. How do I submit my signed Grant Agreement online?**
 - a) Visit https://www.grantrequest.com/SID_1010/Default.asp to access your existing online account.
 - b) Sign in with the email address and password created when you submitted your grant application and select "Login".
 - If you do not remember your password, select "Forgot Password?" and an automated email will be sent to you.
 - If you do not remember what email the account was created under, please email grants@allstate.com with your organization's name and question.
 - c) After successfully logging in to your account, select "Requirements" to click on the Signed Grant Agreement form.
 - d) Follow the instructions regarding the address confirmation on Page 1.
 - e) Upload the 3-page Grant Agreement document by following the online instructions.
 - f) If you type your name on the signature field, we will accept this as an authorized signature.

- 2. If I am a renewal grantee, how do I submit my Final Grant Report?**

Please follow steps "A" through "C" above to complete the instructions for the Grant Report Form.
- 3. If I haven't already submitted a 2016 Grant Report, when can I complete this grant requirement?**

You can view your online 2016 grant requirement(s) now to determine your deadline(s). However, if all the data is available, the report can be completed earlier. Please visit https://www.grantrequest.com/SID_1010/Default.asp to determine your reporting deadline and access the form online.
- 4. What are the terms and reporting requirements for my 2017 grant?**

The grant start date is August 1, 2017 and end date is July 31, 2018. Your Final Grant Report will be due June 29, 2018.
- 5. Who should I contact about the Grant Agreement terms or specific grant questions?**

Please call or email the contact person noted in the Grant Agreement.
- 6. Who should I contact for technical questions about my online account?**

Please email grants@allstate.com with your specific questions.
- 7. When will my grant be sent?**

Grants will be mailed within two weeks after you submit the signed Grant Agreement (and 2016 Grant Report for funding renewals) online. If you have submitted all required documents and four weeks have passed, please email grants@allstate.com to follow up on the check distribution.
- 8. Where will my grant be sent?**

The grant will be sent to the address submitted on your grant proposal. If your organization has changed locations, please update your address online as you submit your signed Grant Agreement. The grant will be addressed directly to the organization with no contact name on the envelope. A confirmation email will be sent to the grant contact when the check is mailed.



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Foundation

Grant Agreement

The Allstate Foundation and Rose Brooks Center Inc.

This Grant Agreement ("Agreement") is entered into between The Allstate Foundation (the "Foundation") and Rose Brooks Center Inc. ("Organization"). Upon receipt from Organization of a signed copy of this Agreement, payment of the grant in the amount of \$30,000 (the "Grant") will be made according to the following terms: The Grant's purposes are to provide funding for Economic Advocacy for Self-Resilience (the "Project") as more fully described in Organization's Grant application.

1. **Use of Grant Funds.** Organization will use all Grant funds exclusively for the purposes of the Grant described above. Any changes in these purposes must be authorized in advance by the Foundation in writing. The grant term is August 1, 2017 – July 31, 2018.

2. **Records and Reports.**

(a) Organization will maintain records of receipts and expenditures made in connection with the Project funds, and will keep these records during the period covered by this Agreement and for at least three years thereafter. Organization will make its books and records in connection with the Grant funds available for review by the Foundation and its agents during normal business hours.

(b) Organization will provide the Foundation with a report on Organization's use of the Grant funds at the completion of the grant period. Each such report shall be in a form designated by the Foundation. A Final Grant Report will be provided by the Organization to the Foundation by June 29, 2018. The Foundation will send a reminder to the Organization eight weeks prior to the Grant Report due date. Each Organization will be asked to provide the following information required for "All Projects" and other measurement categories that apply to your project:

All Projects:

- Total number of DV survivors served by the organization in a year.
- Total number of survivors served with financial empowerment services (including some or all of the *Moving Ahead* curriculum, matched savings and other financial empowerment services).
- Number of survivors using some or all of The Allstate Foundation's Purple Purse *Moving Ahead through Financial Management* curriculum.
- Total number of advocates trained in financial empowerment services with this grant, if applicable.
- Number of cities that will be served with this project, along with a list of the cities.
- Website link announcing The Allstate Foundation's funding.
- A copy of the press releases distributed announcing the project.
- Number of print, broadcast and digital media placements related to the project, along with a list of the media placements.
- Number of Allstate agency owners, employees and/or personal financial specialists involved in the project.
- Include a brief story about how an individual survivor was impacted by your project. You may choose to use only the survivor's first name or change it to protect her safety, if necessary.

Financial Education:

Financial Education:

- Number of survivors who created a financial plan.
- Number of survivors who opened a bank account.
- Number of survivors who worked on their credit.
- Number of survivors who meet a personal financial goal.

Matched Savings (including IDAs):

- Number of survivors who consistently contributed to matched savings programs.
- Number of survivors who meet matched savings program goals.

Job Readiness/Job Training:

- Number of survivors who completed educational courses, job training programs or certificate programs.
- Number of survivors who gained new or better employment.

Micro-Loan and Microenterprise programs:

- Number of survivors who participated in Micro-loan programs.
- Number of survivors who participated in Microenterprise programs.

(c) Organization also agrees to furnish the Foundation with other information concerning Organization and its use of the Grant funds as the Foundation may reasonably request from time to time.

3. **Project Evaluation.** The Foundation may conduct an evaluation of the project for which Grant funds have been committed, which may include one or more visits from Foundation personnel to Organization's offices, discussions with Organization and its representatives, and a review of records maintained in connection with the project. Organization agrees to cooperate with any such evaluation.

4. **Publicity; Name and Logo.** Organization will promote its relationship with the Foundation, including grant announcement, on its website and Facebook page, in communications and in printed materials as well as in relevant newsletters, press releases, letters to editors and other communication vehicles, as applicable. Organization will comply with the Foundation's attached Communications Standards. All references to Foundation's name or logo (or the Allstate name in any form) must be approved in writing by the Foundation prior to use. Organization must give Foundation a minimum of five (5) business days to review any such use. The Foundation reserves the right not to be included in Organization's publicity. Organization agrees that the Foundation may use Organization's name in Foundation publications and on its website and that the Foundation may share information about the Grant (and Organization's role with the Grant) with third parties in furtherance of the Foundation's grant-making activities.



Allstate Foundation

5. **Organization Accountabilities.** Organization agrees that:
 (a) Organization is an organization in good standing. Organization is either an organization described in section 501(c)(3) of the Internal Revenue Code ("Code") or a governmental unit, and is not a "private foundation" as described in section 509(a)(1) or (2) of the Code. Organization will promptly notify the Foundation of any change in Organization's tax status under the Code.

(b) In no event will Organization use any Grant funds:
 (i) to carry on propaganda, or otherwise to attempt to influence legislation;
 (ii) to influence the outcome of any specific public election or to carry on, directly or indirectly, any voter registration drive; or
 (iii) to undertake any activity other than for a charitable, educational or other exempt purpose specified in the Code.

(c) Organization will comply with all applicable laws and regulations.

6. **Repayment:** If the Grant funds are not used for the Grant's purposes, Organization will promptly report the existence of unused funds to the Foundation. Organization agrees to repay to the Foundation any portion of such unused funds, if so requested. Repayment must take place within ten days of the request for repayment. In addition, the Foundation may discontinue any further payments to Organization, and may direct Organization to repay any unused Grant funds to the Foundation within ten days of the request for repayment, if Organization fails to comply with paragraph 5 above or any other significant terms of this Agreement.

7. **Foundation and Organization Representatives.** Points of contact will be:

For the Organization:	For the Foundation:
Name: Ms. Amy Couture	Name: Stephanie Howell
E-mail: amyc@rosebrooks.org	E-mail: Stephanie.Howell@allstate.com
Phone: (816) 605-7115	Phone: (303) 779-3791

8. **Miscellaneous.** This Agreement is the entire agreement between the Foundation and Organization and replaces all prior agreements, if any, concerning this grant. This Agreement may be modified only in writing, which must be signed by authorized representatives of each party. Organization will not have the right to assign this Agreement or any of its rights hereunder without the Foundation's written pre-approval. This Agreement is governed by and will be interpreted in accordance with the laws of the State of Illinois, without regard to choice of law principles.

The terms of this Agreement are accepted and agreed to.

Rose Broogs Center Inc (Grant Amount: \$30,000)	The Allstate Foundation
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By: *Susan Miller*
 Name: Susan Miller
 Title: CEO
 Date: 8/20/17

By: _____
 Name: _____
 Title: _____
 Date: _____



Allstate Foundation

COMMUNICATIONS STANDARD

The following language and logos should be used when communicating about funding from The Allstate Foundation Purple Purse which represents all of the Foundation's domestic violence programs.

All references to the Foundation must be approved by the Foundation. Each grant recipient must provide the Foundation with a minimum of five business days to review any communications regarding this relationship. Please call or email your contact person (listed in Grant Agreement) if you have questions.

Official name: The Allstate Foundation (always use upper case "T"). It is important that any references to the grant be credited to the Foundation and *not* Allstate Insurance Company.

For press releases:

- For a quote from an Allstate employee or agency owner, please call or email your contact person.
- Always use the following language as the boilerplate (last paragraph) to describe the Foundation.
- **About The Allstate Foundation**

Established in 1952, The Allstate Foundation is an independent, charitable organization made possible by subsidiaries of The Allstate Corporation (NYSE: ALL). Through partnerships with nonprofit organizations across the country, The Allstate Foundation brings the relationships, reputation and resources of Allstate to support innovative and lasting solutions that enhance people's well-being and prosperity. With a focus on building financial independence for domestic violence survivors, empowering youth and celebrating the charitable community involvement of Allstate agency owners and employees, The Allstate Foundation works to bring out the good in people's lives. For more information, visit www.AllstateFoundation.org.

Please choose the logo that is best suited for the design of your materials or website.



Purple Purse

Allstate Foundation



Purple Purse

Allstate Foundation



Purple Purse

Allstate Foundation



Purple Purse

Allstate Foundation

Exhibit B

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 **Rose Brooks Center, Inc.**, (Organization name) 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 **Rose Brooks Center, Inc.**, 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)

Susan K Miller
Authorized Representative's Signature
CEO
Title

Susan K Miller
Printed Name
5/21/18
Date

Subscribed and sworn before me this 21st day of May, 2018. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 12/1/20.

Kristin Herrelson
Signature of Notary

5/21/18
Date

