

R68
11/13/17

COOPERATIVE AGREEMENT
(Victim Witness Support Services)

THIS AGREEMENT, made and entered into on this 8th day of November, 2017, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called the "County" and **AD HOC GROUP AGAINST CRIME**, 2701 E. 31st Street, Kansas City, Missouri 64128, hereinafter called "Ad Hoc."

WITNESSETH:

WHEREAS, Ad Hoc has agreed to provide community support to victims and witnesses of violent crime in Jackson County, Missouri, in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, this Agreement is authorized by Resolution 19608, dated October 6, 2017; and,

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

1. Ad Hoc shall fulfill its contractual obligations by providing an emergency response team to areas where a violent crime has occurred, as is more fully described in Ad Hoc's proposal, attached hereto and incorporated herein as Exhibit A.

2. Ad Hoc shall work as an independent contractor and not as an employee of County. Ad Hoc 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. Ad Hoc shall report all earnings received hereunder as gross income, and be responsible for its

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MARY JO SPINO
COUNTY CLERK

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 Ad Hoc for services rendered under this Agreement in a total amount not to exceed \$112,044.00, in twelve payments not to exceed \$9,337.00, in accordance with the budget submitted by Ad Hoc, attached hereto as Exhibit B. Ad Hoc shall invoice County monthly and County shall pay Ad Hoc promptly upon receipt of Ad Hoc's invoice. Ad Hoc shall provide to County a monthly invoice and report detailing how County funds were used for services performed under this Agreement.

4. The initial term of this Agreement shall be effective as of November 1, 2017, and shall extend until October 31, 2018. Upon the agreement of both parties, this Agreement may be renewed for an additional twelve-month term.

5. Ad Hoc or County may terminate this Agreement by giving thirty days written notice to the other party. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Ad Hoc 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 Ad Hoc to County within three days of the demand of County.

6. Ad Hoc promises, covenants, and agrees to keep all matters, materials, and information obtained from the County and all of Ad Hoc's investigation efforts and results relating to the herein referenced services confidential until such time that the County instructs Ad Hoc otherwise.

7. Timely performance of all duties provided herein is of the essence of this Agreement.

8. Ad Hoc promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement, and Ad Hoc's failure to so shall constitute a breach of this Agreement, and in such event, Ad Hoc consents and agrees as follows:

(1) The County may without prior notice to Ad Hoc immediately terminate this Agreement; and,

(2) The County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Ad Hoc; and,

(3) The County shall be entitled to collect from Ad Hoc all costs incurred by County as a result of said breach including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriff's mileage and service fees without limitation by enumeration and any other expenses incurred by the County in connection herewith.

9. Ad Hoc 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.

10. Pursuant to §285.530.1, RSMo, Ad Hoc 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, Ad Hoc shall sign an affidavit, attached hereto and incorporated herein as Exhibit C, affirming that it does not knowingly employ any person who is an unauthorized alien in

connection with the contracted services.

11. 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.

12. This Agreement incorporates the entire understanding and agreement of the parties.

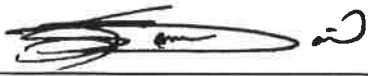
IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

JACKSON COUNTY, MISSOURI:

AD HOC GROUP AGAINST CRIME




Frank White, Jr.
County Executive

By 

President
Federal Tax ID No. 30-0455147

APPROVED AS TO FORM:

ATTEST:



W. Stephen Nixon
County Counselor



Mary Jo Spino
Clerk of the Legislature

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 \$112,044.00 which is hereby authorized.

11/6/17

Date



Chief Financial Officer
Account No. 008-4156-56790

PC 41562017001

4.7.8 Narrative on Scope of Service AdHoc Group Against Crime

Exhibit A

As noted under Experience and Qualifications, throughout AdHoc's existence, AdHoc has performed all but one of the services listed in RFP 39-17 Scope of Services, subcontracting for home repairs. We serve individuals and families in economically distressed neighborhoods of the Kansas City metropolitan area who are affected by a homicide, in addition to adults and their families from these neighborhoods that were victims of a violent assault or who witnessed a violent crime or murder.

2.1 In order to establish a system of support for victim/witness, the Jackson County Prosecuting Attorney's Office would like to collaborate with Respondents located in geographic areas with the highest number of reported crimes.

- AdHoc's offices are located at 2701 E 31st St, Kansas City, MO 64128. This is in the East Patrol Division of the Kansas City, Missouri Police Department. From 2012 to 2016, East Patrol experienced the highest number of homicides compared to the other five Patrol Divisions, although Central Patrol and Metro Patrol also experienced high homicide numbers over this time period.
- However, AdHoc serves the Kansas City metropolitan area, with 40 years of service in Jackson County.
- East, Central and Metro Patrol homicides combined for the period from 2012 to 2016 accounted for 79 to 92% of all homicides among all Patrol Divisions.
- The KCMO Police Department 2016 Annual Report also revealed that these three Patrol Divisions had the highest number of aggravated assaults compared to the other three Divisions, compared individually or combined, accounting for 78% of all aggravated assaults.

2.2 Successful Respondent would have an Emergency Response Team comprised of highly trained staff and volunteers:

- 2.2.1 Respondent Staff Member;**
- 2.2.2 Counselor and/or MASW Intern;**
- 2.2.3 Client/Victim Advocate;**
- 2.2.4 Clergy Person**

All AdHoc staff members and contract counselors that provide family support services are trained in Trauma-Informed Care.

To summarize information from the previous Staff Qualifications section:

Respondent Staff Members

Min. Branden Mims, Community Resource Advocate, currently fulfills role of Respondent Staff Member, Client/Victim Advocate for the Emergency Response Team. Min. Branden coordinates AdHoc's Trauma Response Team of trained volunteers which canvasses neighborhoods recently affected by violence, accompanies AdHoc's President into the community and schools to facilitate interventions, as well as conducts victim/witness and family assessments and provides case management support. Branden has worked for AdHoc for a year; He is the senior pastor of Greater Metropolitan Church of Christ, located within walking distance to AdHoc's offices.

Our two contract group facilitators Calvin Neal and Bishop Douglas, will also provide Respondent Staff Member services and Neighborhood Presentations. Their qualifications are outlined in the staffing section.

Counselors

Credentials and experience for the four contract counselors are outlined in the Staff Qualifications section. Each is a licensed therapist with experience working with our economically distressed population. We typically ask one of the counselors to accompany the President or Community Resource Advocate who is facilitating vigils for homicide victims. The counselor's role is to educate the gathered family, friends and neighbors regarding the grief process.

However, the counselor's primary role is to offer free, in-home counseling to homicide victim families and to victims of violence and witnesses to violence and their families. These services are available seven days a week, morning, afternoon or evening. Trauma, grief, anger and depression are frequently the focus of counseling services but therapists also help victims/witnesses overcome unhealthy coping behaviors, such as substance abuse and withdrawal from social interactions.

Client/Victim Advocate

These duties are currently shared by the Community Resource Advocate, Branden Mims, the President, Damon Daniels, and the Community Resource Associate, Beth Falkenstein. The staff member among these three that has the closest relationship with the victim/witness takes the lead in helping to meet the victim's/witness's or family's needs following the violent incident. These needs vary widely, such as navigating the criminal justice system, finding funds to bury their loved one, accessing counseling to deal with trauma and grief, accessing resources to help an affected child in school, loss of employment while trying to deal with the trauma, loss of housing when the victim provided a major source of income for the family and many other issues. This advocacy typically involves making calls to detectives or court staff to obtain case updates, accompanying victims/witnesses to court hearings and calling community agencies to make referrals for specific services.

Clergy Person

The Community Resource Advocate, Branden Mims, is a minister so he also provides spiritual support requested by the victim/witness or family. Bishop Frank Douglas, Group Facilitator of AdHoc's Thinking for a Change program. This program provides cognitive intervention to those involved in the criminal justice system. Bishop in coordination with Min. Branden Mims will participate in the Emergency Response Teams. However, area clergy from other denominations and faiths volunteer with AdHoc and will provide comfort and support when needed. These other clergy persons often attend the prayer vigil when a victim has been murdered.

2.4.1. Go to the actual site of the know[n] shooting (or other intentional injury) incidents within 72 hours of notification by the Prosecuting Attorney's staff.

2.4.2 Assessment of what the victim, witness and their respective families might need to help them return to community norm.

- The AdHoc President contacts the family of homicide victims by phone or in person within 24 hours of being notified by police, to offer AdHoc services and support and to deescalate conflict that could lead to retaliation and more violence.
- Within 72 hours of notification of a shooting or other intentional injury, the Community Resource Advocate will meet with the victim, witness and their respective family members to assess their immediate and longer-term needs. Access to AdHoc services is also offered, including counseling and ongoing crisis support to deal with the criminal justice system or to meet basic needs. The Community Resource Advocate or AdHoc's President or Community Resource Associate provide these follow-up Client/Victim Advocate services.
- The Community Resource Advocate offers support in his role a Clergy Person, too, if victims/witnesses and their families wish this type of support. He also contacts other clergy persons when the victim/witness or family prefers someone from another faith or denomination or congregation to visit.

- The AdHoc Community Resource Advocate and a team of around five trained volunteers canvasses the neighborhood where the shooting/other injury took place within 72-hours. They go door-to-door, asking residents to contact the police if they have any information regarding the crime and informing them about AdHoc resources, such as counseling to deal with the trauma of the incident. Residents are also invited to volunteer with AdHoc in order to help canvass other neighborhoods when shootings and assaults happen, to help with AdHoc community educational events, to offer support to affected families or to participate with a core group of parents that lost a child to violence who seek ways to prevent violence in high-crime neighborhoods.

2.4.3 One time delivery of consumables to the victim's or witness's residence.

- If food or clothing is one of the immediate needs of the victim/witness or family, the Community Resource Advocate or Community Resource Associate connects family with Laura E. Mason Foundation (AdHoc partner agency). Items are generally delivered based on appointment set between victim(s) and Foundation.

2.4.4 Provide counseling sessions with licensed therapist to victim, witness and their families to develop or strengthen their coping skills.

- Victims/witnesses or families may access AdHoc counseling when they meet with the Community Resource Advocate or at any time they desire, even years after the shooting or other intentional injury event. All they have to do is call AdHoc and they will be connected with one of our contract therapists to set-up an appointment.
- Counseling is free, provided in the victim/witness or their family's home (unless they have a preference to meet elsewhere), and offered days, evenings and weekends.
- 95% of our clients have low incomes and cannot afford to pay for counseling that could help them cope with their loss and violence.
- There is no limit to the number of times the counselor and client may meet but the average is around five to six times.
- Home-based counseling is unique and it reduces barriers such as transportation, child care and social stigma.
- All counselors are Missouri-licensed therapists. They are trained in Trauma-Informed Care and are able to help clients cope with the violent incident and additional mental health issues in their lives.
- We try to have a counselor attend each murder victim vigil to educate participants on the grief process and to invite them to access AdHoc counseling services. AdHoc counseling services is also featured in our radio ads.
- Currently, AdHoc serves around 90 individuals annually in counseling, including 55 families.

2.4.5 Organize and hold neighborhood presentations to educate the neighborhood as to availability of local services to help reduce further crime and violence.

- AdHoc hosts 3-5 community events annually in violence-affected neighborhoods to let people know about our multiple services focused on violence reduction (see comprehensive list under General Background). We typically invite other nonprofit organizations to join us at these events, such as Healthy Relationship Classes, Crime Victims' Rights Week, Night of Healing, Backpack Giveaways, Mother's Day Luncheons, Toys for Tots, Annual New Year Day Peace Vigil, in order to help residents and those impacted by crime and violence that we care and their loved ones will not be forgotten. Law enforcement also presents information to update residents and promote violence reduction strategies.
- Events are typically held in communities impacted by high rates of crime.

2.4.6 Provide assistance in obtaining basic repairs for damage caused to victim's or witness's residence by the shooting or other intentional injury.

AND

2.7 Successful Respondent will be responsible for sub-contracting for basic repairs to be made to the victim/witness property as a result of the crime and/or act of violence

- Generally, when the victim/witness and family owns the home, AdHoc assists them in accessing assistance with repairs. For example, the Front Porch Alliance will assist within certain zip codes and a private contractor donates his services in some cases.
- However, AdHoc does not sub-contract for the repairs. Therefore, on Form F we have requested an exception to this part of the Scope of Services.

2.4.7 Customized one-to-one case management using risk reduction plans to offer long-term solutions to help victim/witness step out of high risk lifestyles.

- Staff members providing Client/Victim Advocate services (i.e. Community Resource Advocate, President, Community Resource Associate) provide ongoing case management to help victims/witnesses and their families effectively address the impacts of the traumatic experience and go on to lead healthy lives. The lead staff member for the individual and/or family remains in touch an average of 4-6 times over the course 12 months following the violent incident.
- Part of the assessment conducted with the victim/witness and families following the violent incident is assessing their risk for further violence, either by victims and witnesses carrying out retaliatory actions or being the target of further violence from alleged perpetrator(s). AdHoc staff counsels the victims and families against retaliation and its destructive consequences, offers to set-up appointments for free counseling with an AdHoc therapist in order to cope with the trauma and other ongoing behavior or mental health needs. Substance abuse is often a contributing factor in the victim's lifestyle as well as a coping factor for the victim and family members. AdHoc counselors are also able to assist them in overcoming this problem behavior.
- Case management services help victim/witness and the family meet immediate needs then begin to develop and meet short and long-term goals and steps that will help them move past the crisis to achieve a greater sense of personal and family well-being and stability. As noted earlier, victim/witness and family needs vary widely, such as navigating the criminal justice system, finding funds to bury their loved one, accessing counseling to deal with trauma and grief, accessing resources to help an affected child in school, loss of employment while trying to deal with the trauma, loss of housing when the victim provided a major source of income for the family and many other issues.
- During the crisis period, case management typically involves making calls to detectives or court staff to obtain case updates, accompanying victims/witnesses to court hearings and calling community agencies to make referrals for specific services. Following the crisis stage, victims/witnesses and families begin to plan for a brighter future. Case management services beyond the crisis stage, occurs with those enrolled in counseling.

2.5 Relocation will not be considered an eligible expense under this contract.

AND

2.8 In cases where the victim/witness is at high risk of retaliation actions that would cause serious harm, the Prosecuting Attorney's Office will consider financial assistance (if allowable expense under funding stream.)

(2.7 was addressed earlier)

- When AdHoc becomes aware that a victim or victim family is at high risk of retaliation actions during AdHoc's initial assessment or when reported by police, AdHoc assists the victim/victim family in finding short-term, temporary housing. Annually, AdHoc maintains around \$5,000 in the agency budget to assist victims and families who must move quickly in order to escape potential violence. This pool is not sufficient most years to move all victims and families to safety, but we seek out willing hotel managers and

Exhibit B

PRICING - AdHoc Group Against Crime		Monthly Price
RFP 39-17 Victim Witness Support Services for the Jackson County, Missouri Prosecuting Attorney's Office		
EXPENSES		
Salaries		
President (\$64,000 salary/12 mos.) X .30 FTE = \$1,600 Provides Respondent Staff Member & Client/Victim Advocate services		\$ 1,600
Community Resource Associate (\$42,500 salary/12 mos.) X .25 FTE = \$885 Provides Client/Victim Advocate services		\$ 885
Community Resource Advocate (\$38,500 salary/12 mos.) X 1.0 FTE = \$3,208; (.5FTE Currently funded, .5FTE this proposal) Provides Respondent Staff Member, Client/Victim Advocate, and Clergy Person services		\$ 1,604
	Subtotal Salaries and Wages	\$ 4,089
Benefits		
FICA @ .0765 X \$4089		\$ 313
Health Insurance @ \$600/mo per FT employee \$600 X (.3 FTE + .25 FTE + .5FTE) = \$630		\$ 630
Mileage Reimbursement IRS @ 54xMILES(avg/3FTE, 25PTE(4)		\$ 1,200
	Subtotal Benefits	\$ 2,143
Other Direct Expenses		
Consumables (\$75-\$150/family depending on size)		\$ 300
4 Contract Counselors @ \$80/hour per counselor... This expense is covered by other grants.		\$ -
Neighborhood Presentations/Respondent Staff Member Services Provided by Contracted Group Facilitators. 2 presentations per month. 6 hours/month X \$35/hour = \$210; staff respondent @ \$20 per hour 24hrs/mo. X \$20/hr= \$480		\$ 690
Case Management - is included in staff salaries devoted to Client/Victim Advocate services		\$ -
Basic Repairs to Property - AdHoc requests an Exception to subcontracting for basic repairs but will still assist victims/witnesses in accessing these services.		\$ -
Financial Assistance to victims/witnesses at high risk of retaliation Funds to be used for temporary, short-term housing such as 2-4 weeks in a hotel, or bus ticket out of town.		\$ 2,000
	Subtotal Other Direct Expenses	\$ 2,990
	GRAND TOTAL MONTHLY EXPENSES	\$ 9,222

AFFIDAVIT

STATE OF Missouri)
) SS.
COUNTY OF Jackson)

Damon Daniel of the City of Kansas City
County of Jackson State of Missouri being duly sworn on her or his oath, deposes and says;

1. That I am the President (Title of Affiant) of AdHoc Group Against Crime (Name of Respondent) and have been authorized by said Respondent to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Respondent is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of respondent).
3. If Respondent were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Respondent did not have on December 31, 2016 any property subject to taxation by the County and if respondent is duly listed and assessed on the tax rolls of Jackson County, Missouri, respondent agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Respondent has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Respondent certifies and warrants that Respondent or Respondent's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties; or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Respondent certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Respondent certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Damon Daniel, AdHoc Group Against Crime (Name of Respondent)

By: [Signature] (Signature of Affiant)

President (Title of Affiant)

Subscribed and sworn to before me this 26th day of June, 20 17

[Signature]

NOTARY PUBLIC in and for the County of Jackson (SEAL)

State of Mo

S. RIZZO
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County

My Commission Expires: _____ My Commission Expires June 5, 2018
Commission # 14895988