

COOPERATIVE AGREEMENT

THIS AGREEMENT, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **FIRST CALL 9091 STATE LINE ROAD KANSAS CITY, MO 64114**, hereinafter referred to as "Organization".

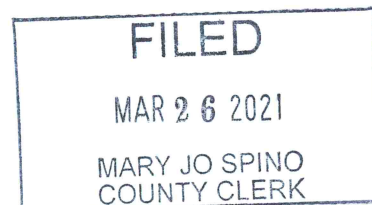
WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for First Call Crisis Call Line and Community Resource Directory; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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:

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **Services.** Organization shall provide services First Call Crisis Call Line and Community Resource Directory, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The term of this contract is January 1, 2021, through December 31, 2021, and as such, all expenditures must occur within this period. The budget Organization submitted as part of Exhibit A is considered final and non-changeable.



2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$194,480.00** in quarterly reimbursements up to **\$48,620.00**, Payments shall be made upon the County's receipt of the quarterly reports as set forth in paragraph 3 hereof. The final payment will not be processed until the Organization's annual program report has been completely reconciled. 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.

3. **Reports/Other Documentation.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly report through the Outside Agency Portal along with proof of payment and receipt documentation that reconciles to the quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, itemized credit card receipts and credit card statements showing proof of purchase and proof of payment and any other documents requested by the Department of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. 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 reports are received and accurate. Any reports that are incorrect will delay payment. The last quarter's report is due by January 30th, 2022 and shall include an annual report which shall summarize all of Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify

Organization from future funding by the County. The final payment will not be processed until the Organization's annual program report has been completely reconciled. Organization must submit all quarterly reports in the format specified by the County regardless of whether activity took place in each quarter, before the next quarterly payment will be processed. Any quarterly reports that are incomplete or incorrect will delay payment. Any unspent funds under this Agreement not invoiced by Organization within 30 days from the expiration of this Agreement shall be forfeited and not be paid.

Organization must notify the County in writing on Organization's 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. When a management or staff position responsible for providing services pursuant to this contract is vacated and when the position is subsequently filled, the following will apply i.) reimbursement for a vacated position will be suspended until it is filled, and ii.) if another person under this contract assumes the duties of the vacated position, the Organization will not be allowed to bill the County for both positions.
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

4. **Submission of Documents.** No payment shall be made under this Agreement unless Organization shall have submitted to the County's Department of Finance and Purchasing through the Jackson County Outside Agency Portal accessible on www.jacksongov.org/auditor: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization's total budget for its most recent fiscal year; and (4) a detailed

explanation of actual expenditures of the County's funds; (5) audited financial statement for Organization's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds. Organization must be chartered in the State of Missouri, hold a certificate of good standing with annual registration through the Missouri Secretary of State and have received an exemption from Federal income taxes under Section 501c3 of the Internal Revenue Code. Any documents described herein which were submitted as a part of an application for funding need not be resubmitted to qualify for payment. Organization understands that no payment shall be made under this agreement until Organization's 2020 Outside Agency contract has been fully reconciled with the County's Department of Finance and Purchasing. No payment shall be made if Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

5. **Equal Opportunity**. Organization shall submit an Affirmative Action Plan or Equal Employment Opportunity statement as required by the County Compliance Review Office. 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 for employment 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.

6. **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.

7. **Audit.** The parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Organization pertaining to this Agreement. Further, Organization agrees to establish and adopt such accounting standards and forms as recommended by the County prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document expenditure of these funds may be changed from time to time by the County.

8. **Default.** If Organization shall default in the performance or observation of any

covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization within ten days after receipt of notice from the County, the County may, at its election, terminate this Agreement and withhold any payments not yet made to Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **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 payment 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.

10. **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.

11. **Severability**. 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. **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) 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 Organization during the performance of this Agreement.

13. **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.

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.

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.

14. **Term**. The term of this Agreement shall commence January 1, 2021, and shall continue until December 31, 2021, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Organization as verified by the County's audit.

15. **Termination**. This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other 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.

16. **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.

17. **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.

Fiscal Representative

Department of Finance & Purchasing
415 E. 12th Street, Suite 100
Kansas City, MO 64106

First Call

Emily Hage

9091 State Line Road
Kansas City, MO 64114
(816) 800-8052

18. **Compliance Review.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Office and staff shall review this contract according to their responsibilities including site visits to any and all agencies. Organization agrees any display of hostile behavior, refusing and/or hindering a site review by any employee or staff member shall be grounds for suspension, termination or disqualification of this Agreement. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.

19. **Remedies For Breach.** Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

A. The County may, without prior notice to Organization, immediately terminate this Agreement; and

B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization has not yet rendered services in accordance with this Agreement, and to collect the County's reasonable attorney's fees, court costs and service fees if it is necessary to bring action to recover such payments.

20. **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.

21. **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 purchases by any other entity.

22. **Confidentiality.** Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to examine said records in performing its audit and review functions, but shall not disclose said identities to any third party in any fashion.

23. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 26th day of March, 2021.

APPROVED AS TO FORM:

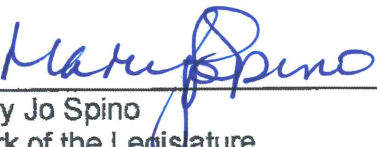
JACKSON COUNTY, MISSOURI



County Counselor

By 
Frank White, Jr.
County Executive

ATTEST:

FIRST CALL


Mary Jo Spino
Clerk of the Legislature

By 
Title President + CEO
Federal Tax I.D. 44-064186

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 \$194,480.00, which is hereby authorized.

Date 3-25-2021


Director of Finance and Purchasing
Account No. 002-7907-56789
CT790721001

**2021 Jackson County Outside Agency Funding Proposal
First Call Alcohol/Drug Prevention & Recovery
First Call Crisis Call Line and Community Resource Directory**

First Call Alcohol/Drug Prevention & Recovery

First Call Alcohol/Drug Prevention & Recovery
First Call Crisis Call Line and Community Resource Directory
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9091 State Line Road
Kansas City, MO 64114
(816) 361-5900
firstcallko.org
fedtaxid: 44-0641486

Fiscal Year: January to December

GuideStar: 5417587669

Mission: It is the mission of First Call to reduce the impact of alcohol, drugs and addiction by providing quality resources to individuals, families and the community.

Executive Director

President and CEO
Susan Whitmore
(816) 361-5900
whitmore@firstcallko.org

Contact Person

Vice President of Development
Emily Hage
(816) 800-8052
emilyh@firstcallko.org

Check the Jackson County Legislative District and your At-Large District where your agency is located?

District 4: Yes

**2021 Jackson County Outside Agency Funding Proposal
First Call Alcohol/Drug Prevention & Recovery
First Call Crisis Call Line and Community Resource Directory**

First Call Alcohol/Drug Prevention & Recovery
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Agency Revenue Information

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	TFY Projected
Federal	SAMHSA			X	\$286,938	\$460,900
State	State of Missouri Department of Mental Health			X	\$231,094	\$574,872
KCMO	Municipal Drug Court/SAMHSA pass-through			X	\$125,174	\$166,898
Donations	ATF, Foundations, Individuals, Corporations			X	\$557,882	\$783,000
Fundraisers	Gratitude Luncheon, Golf Tourney and Celebration			X	\$40,265	\$155,000
United Way	Clinical and Prevention Services			X	\$52,480	\$48,722
Other	Earned Income and Program Fees			X	\$59,922	\$84,337
Children Services Fund	Caring for Kids and How to Care			X	\$99,624	\$99,558
COMBAT	Prevention and Treatment proposals			X	\$24,554	\$82,000
Outside Agency	First Call Treatment and Recovery Resources			X	\$148,789	\$194,497

Please check if your agency has cash reserves:

What is the current balance? \$71,124

Community Infrastructure

Other organizations in the community that provide the same or similar services as your organization.

First Call plays a unique role in Kansas City by providing clinical and prevention services to over 60,000 people annually, including adults & youth seeking recovery and children and their families. First Call works to build bridges and fill gaps for those affected by addiction in the Kansas City metro; we work in partnership with, not in competition with, other behavioral health & social service. Our Crisis Call Line is the only 24/7 crisis call line focused on substance use crises in Kansas City. We receive referral from other hotlines such as United Way 211.

Compare your programs and results to others working in the same field.

First Call occupies a unique space in the continuum of care for substance use disorder in Jackson County. First Call is in the top tier of providers as evidenced by our CARF (Commission for Accreditation of Rehabilitation Facilities) certification, quality clinical outcomes, and person-centered services. Recovery Advocates work across and between other community substance use and mental health resources, ensuring that clients do not slip through the gaps in a complex service delivery system.

List all partnerships you have with other organizations along with the nature of the partnership.

Treatment Center and Recovery Partners include Amethyst Place, FosterAdopt Connect, Gillis, Healing House, Newhouse, Ozanam, Preferred Family Healthcare, ReDiscover and Welcome House. Other community partners (shared clients) include Veterans Community Project, CommCare, The Battle Within, Kansas City Reentry Center (KCRC), Connections to Success, JVS. Lastly, First Call partners with Community CareLink (CCL) to ensure that CCL software, furthers collaborative connection and documentation for both First Call and agencies across the continuum of care.

**2021 Jackson County Outside Agency Funding Proposal
First Call Alcohol/Drug Prevention & Recovery
First Call Crisis Call Line and Community Resource Directory**

First Call Alcohol/Drug Prevention & Recovery
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Date Program was Initiated: 2010

What time period does this program run: All Year

Provide program description: First Call staff field crisis calls from individuals looking for help for their own or someone else's substance use and provide appropriate referral to other related community services. Staff provide follow-up recovery support via phone call or telehealth and to ensure resource was appropriate, this work may be ongoing. All services documented in CCL; crisis calls use new interface. First Call and CCL staff enter new resources and update existing resource profiles when updates are necessary; work with community agencies to integrate Resource Directory onto other websites.

Describe the benefits of this program to Jackson County Missouri: Person centered: Enhanced crisis call interface in CCL allows First Call (and other agency) staff to seamlessly assess client needs, including suicidality, and quickly document referrals made. Access to services: 24/7 crisis call line and recovery support services simplify a complex service delivery system to ensure clients can access help/resources they need. Shared resource: CCL is utilized by over 40 Jackson County agencies offering shared benefit for all Jackson County residents. The resource directory will be put partner websites for direct access.

Describe target population to be served: First Call serves individuals, families and communities impacted by substance use disorder. First Call's primary geographic focus area is the urban core of Kansas City, Missouri (Jackson County). First Call clients are predominantly adults ages 25-64. 54% of clients are female and 46% are male. Clients are 63% Caucasian, 23% African American, 6% Hispanic/Latino and 7% other or unknown. Most clients (61%) live under 200% of the federal poverty line. Of the clients who report insurance status, 38% are uninsured, 18% have private insurance, 12% have Medicaid and 5% have Medicare.

What are the qualifications for participants: Individuals or family members in need of information or services related to substance use disorder (including medical detox, substance use treatment, and supportive housing/shelter) are eligible. First Call never refuses access to services based on inability to pay; there is no fee for calls into the 24/7 crisis call line or for ongoing recovery support service. • First Call also works to partner with other community agencies to make the Resource Directory available at no cost; the Directory is viewed as a community asset.

Check if your services are available to anyone: Yes

How do you maintain a database of participants: Community CareLink

Number of participants from Jackson County: 1057

Number of participants from Other Areas: 1027

Total Number of participants: 2084

Identify the community need for your organization's program and services in Jackson County.

Jackson County residents are using alcohol and substances to cope with the stress, economic depression, isolation and fear surrounding COVID-19. Access to 24/7 crisis support is critical. First Call has focused efforts on ensuring the 24/7 is well-staffed and always available for those who find themselves in crisis amidst the global pandemic. Investing in a centralized, up to date, accessible resource directory is critical to linking safety net, behavioral health and other social services for Jackson County residents in crisis.

**2021 Jackson County Outside Agency Funding Proposal
First Call Alcohol/Drug Prevention & Recovery
First Call Crisis Call Line and Community Resource Directory**

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Outcomes

Outcome: Improved access to treatment, recovery and other community resources for those with substance use disorders

Portion of budget request supporting this objective: Staffing and Contractual costs (all budget items)

Targets: 2600 hours, Age range: All

Outcome: Increased access to updated data to better serve those seeking treatment for substance use disorder in Jackson County

Portion of budget request supporting this objective: Contractual costs

Targets: 11 clients, Age range: All

What Jackson County Legislative Districts are served by this program:

Countywide: Yes

2021 Jackson County Outside Agency Funding Proposal
Budget as Awarded
First Call Alcohol/Drug Prevention & Recovery
First Call Crisis Call Line and Community Resource Directory

First Call Alcohol/Drug Prevention & Recovery
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Direct Program Support				
Name	Description	Total Expense	Amount Awarded	Percent
Program Staff Salary	Executive Director @ 10% FTE - program oversight and outreach	\$12,400	\$12,400	100%
Program Staff Salary	Vice President of Development @ 10% FTE - reporting and outcomes	\$8,346	\$8,346	100%
Program Staff Salary	Crisis Call Counselor - primary person for staffing crisis calls, making referral and follow up	\$35,020	\$26,265	75%
Program Staff Salary	Crisis Call Coordinator - triage all crisis calls and pass along to available staff	\$41,921	\$24,105	58%
Program Staff Salary	Recovery Advocate - secondary support for crisis calls; maintains records in Resource Directory	\$19,313	\$19,313	100%
Fringe Benefit (Only FICA/Insurance-Max 10% of Salary Request)	First Call fringe benefits account for 23% of an employee's salary - health, 403b, FICA, life insurance, EAP, AD&D	\$26,912	\$9,043	34%
				%
Direct Expense Totals		\$143,912	\$99,472	
Indirect/General Operating Support				
Accounting/Auditing	Accounting costs @ 6% of program costs	\$11,008	\$11,008	100%
Organization Contractual Services (Must indicate type, vendor and provide copy of contract terms)	Community CareLink Development Hours for integration of Resource Directory on partner sites, enhanced Crisis Calls dashboard for program staff and ongoing review/refinement of Resource Directory	\$84,000	\$84,000	100%
				%
Indirect Expense Totals		\$95,008	\$95,008	

Total 2020 Program Budget Award: 194,480

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$229,279
Cost/Participant	\$183.99
JACO Funding/Total Program Cost	%

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.

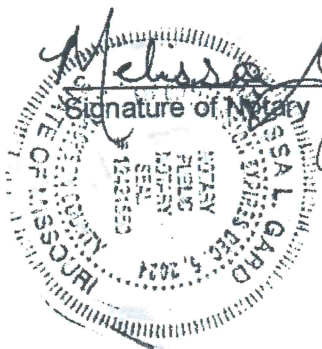
This affidavit affirms that **First Call**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **First Call**, 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
President + CEO
Title

Susan Whitmore
Printed Name
11 March 2021
Date

Subscribed and sworn before me this 11th day of March, 2021. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on Dec. 5, 2024

[Signature]
Signature of Notary


March 11, 2021
Date