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, KANSAS CITY CARE CLINIC 3515 BROADWAY KANSAS CITY, MO 64111, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for AIDS Service Organization Collaborative; 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. <u>Services</u>. Organization shall provide services AIDS Service Organization Collaborative 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. <u>Terms Of Payment</u>. The County agrees to pay Organization the total amount of \$60,000.00 in quarterly reimbursements up to \$15,000.00, 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:

- 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. <u>Submission of Documents</u>. 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. <u>Employment of Unauthorized Aliens Prohibited</u>. 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. <u>Default</u>. 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. <u>Conflict of Interest</u>. 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. <u>Severability</u>. 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. <u>Indemnification</u>. 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. <u>Insurance</u>. 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. <u>Term</u>. 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. <u>Termination</u>. 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. <u>Standard of Care</u>. 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. <u>Financial Contact</u>. 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

Kansas City Care Clinic Taylor McGowan 3515 Broadway Kansas City, MO 64111 (816) 777-2787

- 18. <u>Compliance Review</u>. 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. <u>Transfer And Assignment</u>. Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.
- 21. <u>Organization Identity</u>. 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. <u>Confidentiality</u>. 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. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the C	county and Organization have executed this
Agreement this Act day of MA	<u>sch</u> , 2021.
APPROVED AS TO FORM:	JACKSON COUNTY, MISSOURI
County Counselor	ByFrank_White, Jr. County Executive
ATTEST:	KANSAS CITY CARE CLINIC
Mary Jo Spino Clerk of the Legislature	Wil Franklin Title President & CEO Federal Tax I.D. 43-0967292

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 \$60,000.00, which is hereby authorized.

3-25-2021

Director of Finance and Purchasing Account No. 002-7704-56789

C Thnoyaloo1

Kansas City CARE Clinic

Kansas City CARE Clinic AIDS Service Organization Collaborative Feb 24, 2021 Page 1

3515 Broadway Kansas City, MO 64111 (816) 777-2787 www.kccare.org fedtaxid: 43-0967292

Fiscal Year: April to March

GuideStar: 3273723565

Mission: The mission of KC CARE is to promote health and wellness by providing quality care, access, research, and education to the underserved and all people in our community. We accomplish this by: Respecting the dignity of each individual, Serving a diverse community, Providing culturally competent quality care, Working collaboratively with volunteers, Cultivating partnerships throughout our community, Adapting to the changing needs of the community, Embracing healthcare innovation and research, Educating the healthcare workforce, and Maximizing our financial resources.

Executive Director

President & CEO Wil Franklin (816) 777-2763 wfranklin@kccare.org

Contact Person

Development Director Taylor McGowan (816) 777-2791 grants@kccare.org

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

District 1: Yes At-large District 2: Yes

Kansas City CARE Clinic AIDS Service Organization Collaborative Feb 24, 2021

Agency Revenue Information

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	NFY Projected
Federal	HRSA, CDC, Ryan White			X	\$4,805,634	\$4,850,000
State	MODHSS, State Health Department			X	\$579,533	\$585,000
KCMO	Health Department, Health Levy			X	\$2,192,535	\$2,400,000
Donations	United Way, Individual Donors, Various			X	\$69,300	\$69,300
Fundraisers	Beat Goes on and We CARE KC			X	\$5,200	\$5,500
Other	MATEC,HFF and, etc			X	\$5,481,733	\$5,500,000

Please check if your agency has cash reserves: What is the current balance? \$3,724,724

Community Infrastructure

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

While KC CARE is similar to other FQHCs in the region such as Samuel U. Rodgers and Swope Health, we are unique being both an FQHC and a provider of comprehensive HIV Care and Prevention Services. KC CARE is the largest HIV care provider in Kansas City but partners closely with other HIV care providers such as Truman Medical Centers and KU Hospital. Agencies in Kansas City such as SAVE Inc., ReStart, and Thrive Health Connection provide housing, emergency assistance, HIV testing, and case management to people living with HIV.

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

KC CARE distinguishes itself through its multidisciplinary HIV care and prevention team that includes medical providers who are experts in HIV care and treatment, clinical trials, and case managers. KC CARE's Peer Treatment Adherence counselors are themselves living with HIV and provide unique support to clients, sharing their own experience and knowledge. KC CARE serves as a Midwest training site and technical assistance provider for other staff, both clinical and support, who would like to provide HIV care or build their HIV knowledge.

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

For HIV Care and Prevention, KC CARE collaborates with Thrive, both formally through partnerships such as the ASO Collaboration and informally through joint community events and outreach. Ryan White funds (Parts C/D) support KC CARE (direct) and Truman Medical Centers (sub-recipient) as formal partners; funds TMC HIV Family Case Manager (CM) and its HIV Primary Care (PC) program. To KC CARE: KCHD funds (RW A/B) for HIV PC, Dental, CM, Peers, Prevention, Substance Use, Behavioral Health. MODHSS funds: get fallen PLWH back into care, train MO HIV CMs, expand metro HIV testing.

Date Program was Initiated: 2010

Kansas City CARE Clinic AIDS Service Organization Collaborativ Feb 24, 2021

What time period does this program run: All Year

Provide program description: At our four locations and via community outreach, KC CARE provides HIV prevention education to PLWH and those at high-risk, risk-reduction tools and strategies, HIV testing, and linkage to care. Thrive will: provide HIV/STD risk-reduction counseling, HIV testing, emergency assistance for HIV+ clients and homeless or those at imminent risk; begin an at-home HIV testing program. Due to COVID-19 safety protocols and people leaving home less frequently, both the number of individuals tested for HIV and those seeking assistance for bus passes or public transit has decreased.

Describe the benefits of this program to Jackson County Missouri: HIV prevention, care, and support services are critical components of the health, wellness, and productivity of Jackson County's residents. These services are vital to the missions of both ASOs. KC CARE has provided a continuum of HIV services since the 1980s, emphasizing education, prevention, and care. We recognize that these focuses are crucial to creating a healthier community. Thrive Health Connection was founded in 1985 in response to the AIDS epidemic. Thrive continues to provide advocacy, education, and services to those impacted by HIV/AIDS in Jackson County.

Describe target population to be served: Jackson County residents who are either infected with HIV or who are at high risk for contracting HIV are the target population of this ASO collaboration. Target at-risk groups: Black, White, Latino men having sex with men (MSM); Black and Latino women; the homeless; those in substance use treatment, correctional, and domestic violence facilities. KC CARE serves those at risk of HIV, with no tracking of income level for prevention and testing. Thrive does not track income for prevention and testing clients; CM clients are within 300% FPL.

What are the qualifications for participants: KC CARE and Thrive do not have specific criteria for prevention and outreach efforts; these services are generally targeted to communities vulnerable to HIV infection. Testing efforts will be targeted to those clients considered high risk. KC CARE's interventions are also designed to target specific high-risk groups including MSM, African American women, and youth. Thrive clients who demonstrate financial hardship, are HIV-positive, and are receiving case management services are eligible to receive emergency assistance funding.

Check if your services are available to anyone:

How do you maintain a database of participants: Tracking spreadsheets, database

Number of participants from Jackson County: 1300

Number of participants from Other Areas: 700

Total Number of participants: 2000

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

In Kansas City, about 3,640 PLWH (85%) are male, with the rate of PLWH among Black/African Americans is 3.8 times that of White/Caucasians; these groups are consistently identified as high-risk. The CY 2017-21 Missouri Statewide Integrated HIV Prevention and Care Plan identified these major needs: expanded HIV testing, condom distribution and education, support services, and peer navigation. This ASO collaboration provides critical services to get newly diagnosed individuals linked to comprehensive HIV care and to meet the needs of the underserved and all PLWH in the community.

Kansas City CARE Clinic AIDS Service Organization Collaboration Feb 24, 2021 Page 4

Outcomes

Outcome: KC CARE will provide HIV testing for 1,000 people at high-risk for transmitting or contracting HIV. Portion of budget request supporting this objective: 68% Targets: 1000 clients, Age range: All

Outcome: KC CARE will provide appropriate evidence-based interventions for people who test negative or positive for HIV. Portion of budget request supporting this objective: 68% Targets: 100 clients, Age range: All

Outcome: KC CARE will distribute 30,000 safer sex kits to people at high risk for transmitting or contracting HIV. Portion of budget request supporting this objective: 68% Targets: 30000 boxes/kits, Age range: All

Outcome: KC CARE will link 90% of people testing positive for HIV to HIV medical care. Portion of budget request supporting this objective: 68% Targets: 30 clients, Age range: All

Outcome: Thrive will provide 500 HIV tests (with counseling) for individuals at high risk for HIV. Portion of budget request supporting this objective: 32%

Targets: 500 hours, Age range: 18-54

Outcome: Thrive will provide emergency assistance for at least 50 clients living with HIV who are enrolled in case management. Portion of budget request supporting this objective: 32%

Targets: 50 clients, Age range: 18-54

What Jackson County Legislative Districts are served by this program:

Countywide: Yes

Kansas City CARE Clinic AIDS Service Organization Collaborati Feb 24, 2021

			Feb 24, 2021 Page 5	
Direct Program Support				
Name	Description	Total Expense	Amount Awarded	Percent
Program Staff Salary	KC CARE Prevention Specialist	\$41,375	\$9,103	22%
Program Staff Salary	KC CARE Prevention Coordinator	\$45,619	\$9,580	21%
Program Staff Salary	KC CARE Prevention Manager	\$60,471	\$9,579	16%
Program Staff Salary	KC CARE Prevention Specialist	\$40,170	\$8,837	22%
Program Staff Salary	Thrive Testing Personnel	\$3,647	\$3,647	100%
Program Materials & Supplies (Required for program participation, consumable and for client use. List any unique items)	Thrive HIV Tests, condoms, lube	\$2,442	\$2,442	100%
Client Services (Must identify: Meals, Pantry, Clothing, Medical/Dental including Indigent Care, Utility Assistance, Transportation)	Thrive Emergency Assistance	\$10,907	\$10,907	100%
Fringe Benefit (Only FICA/Insurance-Max 10% of Salary Request)	KC CARE Fringe	\$7,791	\$3,710	48%
				%
Direct Expense Totals		\$212,422	\$57,805	
Indirect/General Operating Support				
Office Supplies (Must be consumable)	Thrive Toner, labels, paper	\$150	\$150	100%
Administrative Staff Salary	Thrive Administrative	\$545	\$545	100%
Software & Maintenance	Thrive Occupancy	\$1,500	\$1,500	100%
				%
Indirect Expense Totals		\$2,195	\$2,195	

Total 2020 Program Budget Award: 60,000

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$495,355
Cost/Participant	\$46.15
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 **Kansas City Care Clinic**, 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, **Kansas City Care Clinic**, 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.)

Authorized Representative's Signature President + CEO Title	Wil Franklin Printed Name 03.10.2021 Date
Subscribed and sworn before me this _commissioned as a notary public with _\(\mathbb{M}\subscribe{\subscribe}\), and my commissio	nin the County of <u>Jackson</u> , State of
Signature of Notary	3/10/2021 Date

