

THE CASS COUNTY COMMISSION

Date and time posted 1-6-15 at 12:45 pm

Notice is hereby given that the
Cass County Commissioners will conduct a meeting

on
Thursday, January 7, 2016
at the Cass County Historic Courthouse,

The tentative agenda of this meeting includes:

- 2:30PM** *Commission Meeting*
- 1. Call to Order*
 - 2. Roll Call*
 - 3. Pledge*
 - 4. Accept the Agenda as Presented*
 - 5. Approval of Minutes of December 17, 2015 Meeting*
 - 6. Resolution No. 16-01 – Approving Amended Contract With Missouri Department of Health and Senior Services and Cass County Health Department Titled: WIC Local Agency Nutrition Services*
 - 7. Resolution No. 16-02 – Approving Kansas City, Missouri Health Department Grant Award Agreement for Cass County Health Department*
 - 8. Resolution No. 16-03 – Approving State of Missouri Department of Social Services Agreement Amendment Titled: IV-D County Reimbursement Cooperative Agreement #ER10214C015*
 - 9. Misc*
 - 10. Public Comment*
 - 11. Commissioner Communications*
 - 12. Adjourn*

The tentative agenda of this meeting also includes a vote to close part of the meeting pursuant to RSMo Sections 610.021.1 (Legal); 610.021.2 (Real Estate); 610.021.3 (Personnel actions); 610.021.13 (Personnel Records); and 610.021.17 (confidential communications with auditor); 610.021.12 (Contract Negotiations). All meetings are handicap accessible. Copies of the agenda are located outside the Cass County Clerk's Office, First Floor, Cass County Courthouse. Representatives of the media may obtain copies of this notice and Copies of CD's of Commission Meetings (fee of \$5 for CD) by contacting: the County Clerk's Office, Cass County Courthouse, 102 E. Wall St., Harrisonville, MO 64701, or by calling: 816-380-8106

**Commission Meeting Minutes
December 17, 2015**

The Cass County Commission convened on December 17, 2015 at 2:30 P.M. for the 9th day of the October term, with those present as follows:

Jeff Cox	Presiding Commissioner
Luke Scavuzzo	Associate Commissioner District 1
Jimmy Odom	Associate Commissioner District 2
Mike Vinck	County Clerk

Presiding Commissioner Cox called to order the regular Commissioner meeting at 2:30 pm.

1. Call To Order:

2. Roll Call:

Presiding Commissioner Jeff Cox – present

Associate Commissioner District 1 Luke Scavuzzo – present

Associate Commissioner District 2 Jimmy Odom – present

3. Pledge:

4. Accept the Agenda as Presented:

Commissioner Scavuzzo made a motion to approve the agenda. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

5. Approve Minutes of December 10, 2015 Meeting:

Commissioner Odom made a motion to approve the minutes of December 10, 2015 meeting. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

6. Resolution No. 15-77 Approving Agreement with CI3 Integrators – Amount of \$117,072.00 for a twelve month period for the Justice Center:

Commissioner Scavuzzo made a motion to approve Resolution No. 15-75. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands. Captain Mitch Phillips gave a brief on this item.

7. Authorization of Auditors Office to make Budget Adjustments as needed:

Commissioner Odom made a motion to give authorization to the Auditor's Office to make Budget Adjustments as needed. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

8. Resolution No. 15-78 Approval of 2016 Cass County Budget:

Commissioner Scavuzzo made a motion to approve Resolution No. 15-78. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

9. Order No. 15-01 – 2016 Cass County Budget Appropriation Order:

Commissioner Scavuzzo made a motion to approve Order No. 15-01. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

10. *Appointment of Commissioner Luke Scavuzzo to the Middle Big Creek Advisory Board to replace Gary Mallory:*

Commissioner Odom made a motion to approve appointment of Luke Scavuzzo to board. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

11. *Appointment of Commissioner Jimmy Odom to the Industrial Development Advisory Board to fill unexpired term of Gary Mallory:*

Commissioner Scavuzzo made a motion to approve appointment of Jimmy Odom to the IDA Board. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

12. *Appointment of Clay Kohler to the Cass County Planning Board for a 4 year term:*

Commissioner Odom made a motion to approve appointment of Clay Kohler to the Planning Board. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

13. *Reappointment of J. Robert Hardin and Obie Carl to the Cass County Planning Board for a 4 year term:*

Commissioner Scavuzzo made a motion to approve appointment of J. Robert Hardin and Obie Carl to the Planning Board. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands.

14. *Reappointment of Roger Toomey and Barbara Boucher to the Cass County Library Board for a 4 year term:*

Commissioner Odom made a motion to approve appointment of Roger Toomey and Barbara Boucher to the Library Board. Commissioner Scavuzzo seconded the motion and it passed unanimously with all in favor with a show of hands.

15. *Recommendation Letter from Cass County Codes & Zoning Director Traey Lambertz on Copier Bid – Datamax Konica Minolta C554e Copier:*

Commissioner Scavuzzo made a motion to accept recommendation and award bid to Datamax in the amount of \$8,000.00. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a show of hands. Codes Director Traey Lambertz gave a brief on this item.

16. *Misc:*

Update given from the University of Missouri Extension Office Holly Jay on some new programs.

17. *Public Comments:*

None

18. *Commissioner Communications:*

None

19. *Adjourn:*

Executive Session:

Presiding Commissioner Cox moved to enter Executive Session and that the meeting and record be closed at 2:41 pm pursuant to 610.021.1 Legal. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a roll call vote.

Commissioner Scavuzzo moved to adjourn from Executive Session and reconvene into regular session at 2:47 pm. Commissioner Odom seconded the motion and it passed unanimously with all in favor with a roll call vote.

.....
Commissioner Scavuzzo made a motion to adjourn the Commission meeting at 2:47 pm. Commissioner Odom seconded the motion and it passed unanimously with all in favor by a show of hands.
.....

(CDs are available in the County Clerk's Office of all Public Hearings and Meetings for a fee of (\$5.00)

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner District 1

Jimmy Odom
Associate Commissioner District 2

Michael J. Vinck
County Clerk

Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the January Term, 2016, held on the 7th day of January, 2016 amongst others, were the following proceedings:

RESOLUTION NO. 16-01 OF THE CASS COUNTY COMMISSION

APPROVING AMENDED CONTRACT WITH MISSOURI DEPARTMENT OF HEALTH AND SENIOR SERVICES AND CASS COUNTY HEALTH DEPARTMENT TITLED: WIC LOCAL AGENCY NUTRITION SERVICES

BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT, the Commission hereby approves of the Amended Contract with Missouri Department of Health and Senior Services Titled: WIC Local Agency Nutrition Services. Start Date: 10/1/15, End Date: 9/30/16. Contract # ERS04516075. The County Commission is hereby authorized to sign the necessary docents and instruments on behalf Cass County, Missouri, and to take all other action necessary, to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI,
THIS 7TH DAY OF JANUARY, 2016.

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner
Dist. 1

Jimmy Odom
Associate Commissioner
Dist. 2

ATTEST:



Michael J. Vinck, County Clerk
Clerk of the Commission



PROGRAM SERVICES CONTRACT

This contract is entered into by and between the State of Missouri, Department of Health and Senior Services (Department/state agency) and the below named entity/individual (Contractor). The contract consists of the contract signature page, the scope of work; any attachments referenced and incorporated herein; the terms and conditions; and any written amendments made in accordance with the provisions contained herein. This contract expresses the complete agreement of the parties. By signing below, the Contractor and Department agree to all the terms and conditions set forth in this contract.

To the extent that this contract involves the use, in whole or in part, federal funds, the signature of the Contractor's authorized representative on the contract signature page indicates compliance with the Certifications contained in Attachment A which is attached hereto and is incorporated by reference as if fully set forth herein.

Tracking # 41560	Contract Title: WIC LOCAL AGENCY NUTRITION SERVICES	
Contract Start: 10/1/2015	Contract End: 9/30/2016	Questions/Please Contact: PROCUREMENT UNIT @ (573)751-6471
Contract #: ERS04516075		Amend #: 01

PLEASE VERIFY/COMPLETE - TYPE OR PRINT - SIGNATURE REQUIRED

NAME OF ENTITY/INDIVIDUAL (Contractor) CASS COUNTY HEALTH DEPARTMENT	
DOING BUSINESS AS (DBA) NAME	
MAILING ADDRESS 300 SOUTH MAIN	
CITY, STATE, and ZIP CODE HARRISONVILLE MO 64701	
REMIT TO (PAYMENT) ADDRESS (if different from above)	
CITY, STATE, and ZIP CODE	
CONTACT PERSON Tiffany Klassen	EMAIL ADDRESS tiffany.k@casscounty.com
PHONE NUMBER 816-380-8427	FAX NUMBER 816-380-8450
TAXPAYER ID NUMBER (TIN) *****0465	DUNS NUMBER 099238099
CONTRACTOR'S AUTHORIZED SIGNATURE	DATE
PRINTED NAME Jeff Cox	TITLE Presiding Commissioner
DEPARTMENT OF HEALTH AND SENIOR SERVICES DIRECTOR OF DIVISION OF ADMINISTRATION OR DESIGNEE SIGNATURE	DATE

AMENDMENT #01 TO CONTRACT ERS04516075

Contract Title: WIC Local Agency Nutrition Services

Contract Period: October 1, 2015 through September 30, 2016

The Department of Health and Senior Services hereby amends the above referenced contract for the period of October 1, 2015 through September 30, 2016 as follows:

1. Delete Section 14.4 in its entirety and replace with the revised Section 14.4 as follows:
 - 14.4 The Contractor shall submit the final invoice by no later than December 10, 2016. The Department shall have no obligation to pay any invoice submitted after the due date.



CONTRACT FUNDING SOURCE(S)

The Contract Funding Source(s) is supplemental information the Department is required to provide the Contractor when issuing a contract or amendment that will be funded by federal sources. The document identifies the total amount of funding and the federal funding source(s) expected to be used over the life of this contract. For the specific amount for a contract period, refer to the contract and/or applicable amendments. If the funding information is not available at the time the contract is issued or the information below changes, the Contractor will be notified in writing by the Department. Please retain this information with your official contract files for future reference.

Tracking #	41560	State: 0%	\$0.00	Federal: 100%	\$241,817.00
Contract Title:	WIC LOCAL AGENCY NUTRITION SERVICES				
Contract Start:	10/1/2015	Contract End:	9/30/2016	Amend#: 01	Contract #: ERS04516075
Vendor Name:	CASS COUNTY HEALTH DEPARTMENT				

CFDA: 10.557	Research and Development: N			
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN			
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE			
Federal Award:	3MO700804-2015			
Federal Award Name:	WIC BREASTFDNG PEER COUNS(O)			
Federal Award Year:	2015	DHSS #: 16BRSTFEDWIC	Federal Obligation:	\$10,259.00

CFDA: 10.557	Research and Development: N			
CFDA Name:	SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS, AND CHILDREN			
Federal Agency:	DEPARTMENT OF AGRICULTURE / FOOD AND NUTRITION SERVICE			
Federal Award:	3MO700704-2016			
Federal Award Name:	WOMEN INFANTS & CHILDREN			
Federal Award Year:	2016	DHSS #: 16WIC	Federal Obligation:	\$231,558.00

* The Department will provide this information when it becomes available.

Project Description:

Contract agreements with Local WIC Providers in Missouri to provide WIC and Nutrition Services to participants.

Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the January Term, 2016, held on the 7th day of January, 2016 amongst others, were the following proceedings:

RESOLUTION NO. 16-02 OF THE CASS COUNTY COMMISSION

APPROVING KANSAS CITY, MISSOURI HEALTH DEPARTMENT GRANT AWARD AGREEMENT

BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI, THAT, the Commission hereby approves of the Kansas City, Missouri Health Department Grant Award Agreement. The Grant Award is in the amount of \$30,910.00. The County Commission is hereby authorized to sign the necessary documents Local Agency Nutrition and instruments on behalf Cass County, Missouri, and to take all other action necessary, to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI,
THIS 7TH DAY OF JANUARY, 2016.

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner
Dist. 1

Jimmy Odom
Associate Commissioner
Dist. 2

ATTEST:



Michael J. Vinck, County Clerk
Clerk of the Commission

KANSAS CITY, MISSOURI HEALTH DEPARTMENT
GRANT AWARD AGREEMENT

#KCHD5049152

CFDA 93.074: Hospital and Public Health Emergency Preparedness Award

This Grant Award Agreement is by and between the City of Kansas City, Missouri, on behalf of the Kansas City, Missouri Health Department (hereinafter "KCHD" or "City") and the Cass County Health Department (hereinafter "Partner" or "Sub-recipient," and is effective on this 1st day of September, 2015.

Recipient Amount	\$30,910.00
Total Instrument Amount	\$30,910.00

Overview

KCHD, a constitutionally chartered municipal corporation of the State of Missouri, desires to provide Ebola Preparedness Program services for qualified residents living within the jurisdictional boundaries of the Kansas City Missouri Health Department, Independence Missouri Health Department, Jackson County Missouri Health Department, Cass County Health Department, Platte County Health Department and the Clay County Public Health Center. This award is funded through the Missouri Department of Health and Senior Services (hereinafter "DHSS" or "Grantor"), Ebola Preparedness grant # **AOC1630083**, and enables KCHD and its Partner to develop and initiate Ebola Preparedness activities and/ or services for the above listed local public health agencies. KCHD and PARTNER agree to work together to implement a one year program. Contingent upon funding from the grantor for subsequent years, KCHD may amend this agreement for services and compensation at their sole discretion.

GENERAL CONDITIONS.

The work under this grant is subject to the following:

1. SCOPE OF SERVICES

A. Scope of Services. PARTNER shall perform and accomplish in a manner satisfactory to KCHD those tasks described in **Exhibit A** (Scope of Services), which are incorporated herein by reference. The PARTNER shall exercise the same degree of care, skill and diligence in the performance of the services as is ordinarily possessed and exercised by a member of the same profession who is currently practicing under similar circumstances. PARTNER agrees to secure prior written approval from KCHD for any subcontracts engaged to carry out the services outlined in **Exhibit A**. KCHD reserves the right to review and approve all agreements, including scope of work and budgets, for subcontractors.

2. TIME OF PERFORMANCE

A. Term - PARTNER shall begin performing the Services on or after **September 1, 2015**, and shall work diligently to complete the Project to the satisfaction of KCHD, in accordance with the terms provided herein by **August 31, 2016**.

B. Extension of Term - The time frame for the completion of the Project under this Agreement may be

extended at KCHD's sole discretion upon request by the PARTNER. Any request for an extension of time to complete the Project shall be made in writing to KCHD. The PARTNER shall provide to KCHD, upon request, documentation to substantiate the justification for additional time needed to complete the Project. KCHD shall provide the PARTNER with written notice of its decision within fifteen (15) days of the date that KCHD received the written extension request.

3. COMPENSATION

- A. Maximum Obligation - During the term of this Agreement, the compensation paid by KCHD to PARTNER for all Services specified herein relating to the Project shall not exceed \$30,910.00 This maximum amount includes all costs associated with the project. KCHD shall be entitled to deduct and set off against all compensation that may otherwise become due under this Agreement the sums paid by KCHD to cure or correct any of PARTNER's defaults.
- B. Budget – During the term of this Agreement, the compensation paid by KCHD to PARTNER for all Services specified herein relating to the Project shall be compensated based on the Budget described in **Exhibit B** (the “Budget”), which is incorporated herein by reference.
- C. Method and Time of Payment - Payment shall be made in the following manner:
 - (i) PARTNER shall submit invoices to KCHD for work completed as outlined in the Scope of Services and based upon benchmarks for completion of the specified services. All such invoices shall (a) provide an itemization of Services performed and associated deliverables, (b) indicate the total amount charged for each Service, (c) indicate the itemized costs for the PARTNER's employees assigned to the Project and (d) provide a summary of all other direct and indirect costs incurred by PARTNER that pass to KCHD pursuant to the terms of this Agreement. All such invoices will be based on actual costs incurred. KCHD shall reimburse PARTNER within thirty (30) calendar days after the receipt of each invoice.
 - (ii) PARTNER shall maintain complete records of all costs incurred under this Agreement. All such records shall be maintained on a generally accepted accounting basis for a minimum period of five (5) years after final payment is made under this Agreement and shall be clearly identifiable and readily accessible to authorized representatives of KCHD or the DHSS for inspection and audit.
 - (iii)The PARTNER shall provide KCHD with a copy of its drug-free workplace policy statement prior to KCHD processing the first invoice for Services under this Agreement.

4. CHANGES AND ADDITIONAL SERVICES

This Agreement constitutes the entire agreement between KCHD and PARTNER and it may not be amended or altered in any way except by a written amendment signed by both parties to this Agreement; provided, however, that at any time during the term of this Agreement KCHD, by written notice to PARTNER, may modify the scope of the Services to be furnished by PARTNER under this Agreement. If such modification causes an increase or decrease in the amount of Services to be provided by PARTNER or in the amount of time required for their performance, equitable adjustment shall be made to the provisions of this Agreement for payments to PARTNER.

5. TERMINATION

- A. KCHD reserves the right to terminate this Agreement at any time with or without cause by giving PARTNER advance 30-day written notice of such termination.
- B. In the event of any such termination, the PARTNER shall deliver to KCHD, as the property of KCHD, all designs, reports, drawings, studies, estimates, computations, memoranda, documents, and other papers or materials either furnished by KCHD or prepared by or for PARTNER under this Agreement.
- C. Compensation after Termination. In the event that this Agreement is terminated, PARTNER shall prepare an accounting of the services performed and money spent by PARTNER up to the effective date of termination and shall return to KCHD any remaining sums within thirty (30) days of such date. PARTNER shall be compensated for all hours worked and other expenses incurred under this Agreement prior to the termination date specified in such notice. PARTNER and any of its subcontractors, agents and legal representatives agree to accept this amount of compensation in full satisfaction of all claims for compensation under this Agreement.

6. CITY, STATE AND FEDERAL TERMS AND CONDITIONS

This Agreement shall be subject to all applicable City Terms and Conditions (provided in **Exhibit C**) and Federal Terms and Conditions (provided in **Exhibit D**), both attached hereto and incorporated herein by reference. PARTNER shall administer and use the funds provided hereunder in conformance with all local, state and federal laws and regulations applicable to the use of those funds, including but not limited to those laws and regulations which may be set forth in **Exhibit C and Exhibit D** to this Agreement, said laws and regulations to be hereby incorporated and made a part of this Agreement by reference. PARTNER agrees that it is its responsibility to obtain and familiarize itself with those laws and regulations. PARTNER agrees to submit a "Certification Regarding Lobbying" (**Exhibit F**). The following laws, regulations and guidelines shall also be incorporated:

- A. PARTNER shall be responsible for ensuring compliance with the Immigration Reform Act of 1986 and all laws regulating immigration and the verification of eligibility for employment of persons. All Sub-recipients and subcontractors with contract amounts in excess of \$5000 on public projects in Missouri are required to verify the employment eligibility status of employees through the E-verify federal program administered by the US Department of Homeland Security, US Citizenship and Immigration Services. Compliance with such requirements as required under this Agreement and any subcontracts permitted hereunder. PARTNER shall indemnify, defend and hold harmless KCHD against any expense incurred including imposition of fines which results from violation of such laws. Sub-recipient affirmatively states that it is not knowingly in violation of RS MO 285.530.1 and shall not henceforth be in such violation. Sub-recipient further agrees to execute a sworn affidavit, under the penalty of perjury

attesting to the fact that the Sub-recipient's employees are lawfully present in the United States. Failure of Sub-recipient to comply with this requirement shall be grounds for termination or default.

B. Uniform Administrative Requirements

2-CFR-200 –Sub parts A-D State/Local Governments, Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations

C. Cost Principles

2 CFR 200 Subpart E – Not-For-Profit, Education, Governments
45 CFR PART 74, Appendix E – Hospitals

D. OMB A-133 –For agencies receiving over \$750,000 in Federal Grants

E. Grant Award AOC1630083.

7. CERTIFICATE REGARDING DEBARMENT AND SUSPENSION

KCHD, as a non-federal entity utilizing federal funds, is prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities, or whose principals are suspended, debarred or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. Covered transactions include procurement contracts for goods or services equal to or in excess of \$100,000 (e.g., sub awards to sub recipients). PARTNER hereby agrees to provide KCHD with a copy of the signed Certificate Regarding Debarment and Suspension, attached hereto as **Exhibit E** and incorporated herein by reference, to ensure that these federal rules are followed.

8. CONFIDENTIALITY

A. Except as is necessary in the performance of this Agreement, or as authorized in writing by the other party, or as required pursuant to Missouri's Sunshine Law, Chapter 610, RSMo, the parties shall not disclose to any person, institution, entity, company, or other third party any information directly or indirectly related to the parties that the other party (or its employees, agents and contractors) receives as a result of performing its obligations under this Agreement, or of which it is otherwise aware.

B. All confidential obligations contained herein (including those pertaining to information transmitted orally) shall survive the termination of this Agreement. The parties shall ensure that their respective employees, agents and contractors are aware of and shall comply with the aforementioned obligations.

9. DEFAULT

In the event there is a default with respect to any of the provisions of this Agreement or its obligations under it, the non-defaulting party shall give the defaulting party written notice of such default. After receipt of such written notice, the defaulting party shall have fifteen (15) days in which to cure any monetary default and thirty (30) days in which to cure any non-monetary default, provided the defaulting party shall have such extended period as may be required beyond the thirty (30) days if the nature of the cure is such that it reasonably requires more than thirty (30) days and the defaulting party

commences the cure within the thirty (30) day period and thereafter continuously and diligently pursues the cure to completion. If Partner shall be in default or any breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Partner notice and opportunity to correct such default or breach. This clause shall have no effect on KCHD's right to terminate for any reason pursuant to Section 5. A.

10. NOTICES

Any action by KCHD under this Agreement may be taken by Vickie S. Watson, Chief Financial Officer, or such other person as KCHD may designate for such purpose by written notice to PARTNER. All compensation and written notices from PARTNER shall be considered to be properly given if mailed, delivered in person or transmitted by facsimile or email to:

Name: Vickie S. Watson
Title: Chief Financial Officer
Agency: Kansas City, Missouri Health Department
Address: 2400 Troost Avenue, Suite 4000
FAX: (816) 513-6293
Email address: vickie.watson@kcmo.org

All invoices, written reports and written notices given to KCHD shall be considered to be sufficiently given if mailed, delivered in person, or transmitted by facsimile machine or email to:

Timothy Gridley
Emergency Response Planner
Kansas City, Missouri Health Department
2400 Troost Avenue, Suite 2300
Kansas City, MO 64108
FAX: (816) 513-6090
Email address: tim.gridley@kcmo.org

11. ENTIRE AGREEMENT

This Agreement cancels and supersedes all previous discussions, negotiations, understandings, representations, warranties and agreements, written or oral, relating to the subject matter of this Agreement, and contains the entire understanding of the parties hereto.

12. AUTHORIZATION.

Any Agreement for an amount over \$400,000 requires City Council approval. PARTNER shall submit a copy of the resolution passed by PARTNER's board of directors authorizing PARTNER to enter into this Agreement or equivalent proof of PARTNER's authorization.

IN WITNESS WHEREOF, the parties hereto have signed this Agreement on the dates set forth below.

CITY OF KANSAS CITY, MO
HEALTH DEPARTMENT

AGENCY:

By: _____
Bernard R Malone, MPA
Deputy Director of Health

By: _____
Authorized Signature *Jeff Cox*
Title *Presiding Commissioner*

Date
: _____
"KCHD"

Date
: _____
"PARTNER"

Approved as to form:

Assistant City Attorney

I hereby certify that there is a balance, otherwise unencumbered, to the credit of the appropriation to which the foregoing expenditure is to be charged, 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 hereby incurred.

_____ Date _____
Director of Finance

EXHIBIT A – SCOPE OF SERVICES

AGREEMENT TITLE: KCHD Ebola Preparedness Award #KCHD5049152

AGREEMENT PERIOD: September 1, 2015 through August 31, 2016

DELIVERABLES

A. Sub-Recipient responsibilities:

A. Recipient Activity 1: Community Preparedness

Recipient Activity 1: Community Preparedness

Recipient Activity 1 Problem Statement (Please limit to 500 characters)	
During our Ebola response efforts, gaps have been identified in outbreak response planning. These gaps include coordination among local and regional planning efforts, a specific notification/activation protocol for the region, and a documented process for alerting necessary stakeholders across jurisdictions.	
Recipient Activity 1 Baseline Capacity (Please limit to 500 characters)	
A partnership of six Kansas City metro area health departments will provide an opportunity to update our regional outbreak response plans and maximize our community level preparedness.	
Outcomes (Please limit to 500 characters)	
<ol style="list-style-type: none"> 1) Regional outbreak response protocols will be updated. 2) Notification procedures for the region will be developed. 3) Coordination between local and regional efforts will improve. 4) Communication across jurisdictions with key stakeholders will improve. 5) Additional gaps among regional efforts will be identified. 	
Planned Activities for Outcomes (250 character limit each, please add rows as needed)	Estimated Timeframe
1. Design Team formed to develop a cross-jurisdictional tabletop exercise that incorporates the six public health capabilities included in this contract.	Start: 9/01/2015 End: 10/31/2015
2. A cross-jurisdictional tabletop exercise with key stakeholders (public health, healthcare, EMS, emergency management,) will be conducted and an HSEEP compliant AAR/IP completed.	Start: 11/1/2015 End: 8/31/2016
3. Convene a meeting/workshop (either locally or regionally) with Public Health and other community partners, e.g., faith based, mental health, funeral directors to review existing plans and provide input into revisions and design of new protocols.	Start: 4/31/2016 End: 8/31/2016
4. Committee developed to address regional outbreak response protocols and notification strategy across jurisdictions and among healthcare facilities (identify points of contact, notification timing, etc.).	Start: 9/01/2015 End: 10/31/2015
5. Regional outbreak response protocols will be updated.	Start: 11/1/2015 End: 8/31/2016
6. Development of a communication strategy for notification/activation across jurisdictions during an outbreak response.	Start: 11/1/2015 End: 8/31/2016
Proposed Outputs Associated to Outcomes (250-character limit each; please add rows as needed)	

1. An updated regional outbreak response protocol that will include an updated communication matrix.
2. A HSEEP compliant AAR resulting from the table top exercise that would include strengths and areas of improvement in relation to community preparedness.
3. Increased community-level of preparedness.
Final Reporting (Please provide final status of all planned activities, identify changes in capacity as a result of activities, identify any barriers to completion) Do not complete until after 08/31/2016.
1
2

EXHIBIT B – BUDGET

1. Name of Partner Agency: **Cass County Health Department**
2. Period of Performance: 9/1/15-8/31/16

**Ebola Preparedness and Response Activities
Budget Template**

Category	Budget	Automatic adjustment for costs allowed for Indirect Calculation (for calculation purposes only)
Personnel Services	20,000.00	20,000.00
Fringe Benefits	4,000.00	4,000.00
Travel	600.00	600.00
Equipment (see definition below)	0.00	0.00
Supplies	500.00	500.00
Other	3,000.00	3,000.00
Contractual		
	0.00	0.00
	0.00	0.00
Total Direct Costs	28,100.00	
Indirect (Administrative) Cost	2,810.00	
TOTAL CONTRACT	30,910.00	
Allowed cost for the calculation of Indirect (Administrative) Costs:		28,100.00
If your organization does not have an approved federally negotiated Indirect Cost Rate, enter rate you are requesting.		10%
Does your organization have an approved federally negotiated Indirect Cost Rate? (Enter Yes)		

Provide in the space below a summary of how you calculated your Indirect (Administrative) Costs in accordance with your federally negotiated rate. Enter the allowed Indirect (Administrative) Cost in the blue cell C27. Attach a copy of your approved Indirect Cost Rate agreement.



Equipment: Any single item purchased with a useful life greater than one year with a purchase cost of \$5,000 or more.

Budget Narrative/Justification

Personnel Services

Amanda Prough (.35 FTE), Epidemiology and Public Health Preparedness Planner for the work involved to meet this deliverable.

Fringe Benefits

health insurance, FICA, disability, AD&D, LAGERS, unemployment, Medicare, etc.

Travel

Mileage reimbursement for travel to and from meetings at a rate of \$ 0.45/ mile

Equipment

No equipment needed at this time.

[Empty rectangular box]

Supplies

General office supplies to include paper, pens, staples, toner, ink cartridges, tape, copier expenses, easel pads, markers, name tents, folders, easels etc...

Other

Costs for table-top exercise to include approx. \$2,000 printing, meeting room \$500.00, projector \$500.00

Contractual

[Empty rectangular box]

EXHIBIT C

City Terms and Conditions

Sec. 1. General Indemnification.

A. For purposes of this Section 1 only, the following terms shall have the meanings listed:

a. Claims means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.

b. Contractor's Agents means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees, and other agents.

c. City means City and its agents, officials, officers and employees.

B. Contractor's obligations under this Paragraph with respect to indemnification for acts or omissions, including negligence, of City, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.

C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, regardless of whether or not caused in part by any act or omission, including negligence, of City. Contractor is not obligated under this Section to indemnify City for the sole negligence of City.

D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Contract.

Sec. 2. Indemnification for Professional Negligence. If the Contractor is performing professional services pursuant to this contract, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents, subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 3. Governing Law. This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum non conveniens as an objection to the location of any litigation.

Sec. 4. Compliance with Laws. Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this contract.

Sec. 5. Termination for Convenience.

A. City may, at any time upon ten (10) days notice to Contractor specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated by City, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.

C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 6. Default and Remedies. If Contractor shall be in default or any breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach.

Sec. 7. Waiver. Waiver by City of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of City, and forbearance or indulgence by City in any regard

whatsoever shall not constitute a waiver of same to be performed by Contractor to which the same may apply and, until complete performance by Contractor of the term, covenant or condition, City shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 8. Modification. Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by City.

Sec. 9. Headings; Construction of Contract. The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 10. Severability of Provisions. Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 11. Records and Audit Requirements.

A. For purposes of this section:

1. "City" shall mean the City Auditor, the City's Internal Auditor, the City's Director of Human Relations, the City Manager, the City department administering this Contract and their delegates and agents.

2. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics,

made or received in connection with this Contract and all Contract Amendments and renewals.

B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.

C. If Contractor or any of Contractor's affiliates receives \$100,000.00 or more in one year, the following subsections shall apply:

(1) Financial audit by CPA. Contractor shall engage a CPA to conduct an audit or audits. Contractor will require the CPA to promptly furnish the City Manager with a copy of the audit or audits, copies of any management letters, and copies of the Contractor's responses to management letters without the need for a special request. Contractor shall require its auditor to respond truthfully to inquiries made by the City Manager and the City Auditor directly to Contractor's auditors; and

(2) Reports of Internal Controls. Contractor shall engage a professional qualified (the Professional) to analyze the agency's internal control structures. Contractor shall require the Professional to promptly furnish the City Manager with a copy of the analysis without the need for a special request. Contractor shall require its Professional to respond truthfully to inquiries made by the City Manager and the City Auditor directly to Contractor's Professional; and

(3) Annual Fiscal Report. Contractor shall provide its annual fiscal report to the City no later than six months after the end of the Contractor's fiscal year.

Sec. 12. Affirmative Action. If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 38 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner

prohibited by Chapter 3 of City's Code. Contractor shall:

1. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Human Relations Department (HRD) prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to HRD prior to receiving the first payment under the Contract, unless a copy has already been submitted to HRD at any point within the previous two calendar years.

2. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.

3. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to HRD within thirty (30) days from the date the subcontract is executed.

City has the right to take action as directed by City's Human Relations Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 13. Tax Compliance. Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$150,000.00. If Contractor performs work on a contract that is for a term longer than one year, the Contractor also shall submit to the City proof of

compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

Sec. 14. Assignability & Subcontracting.

(a) Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.

(b) Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 15. Conflicts of Interest. Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 16. Buy American Preference. It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract

or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 17. Independent Contractor. Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 18. Intellectual Property Rights.

Contractor agrees, on its behalf and on behalf of its employees and agents, that it will promptly communicate and disclose to City all inventions, books, computer programs, documentation, software and other copyrightable works ("copyrightable works") conceived, reduced to practice or made by Contractor or its agents, whether solely or jointly with others, during the term of this Contract resulting from or related to any work Contractor or its agents may do on behalf of City or at its request. All inventions and copyrightable works that Contractor is obligated to disclose shall be and remain entirely the property of City. It is agreed that all inventions and copyrightable works are works made for hire and shall be the exclusive property of City. Contractor hereby assigns to City any rights it may have in such copyrightable works. Contractor shall cooperate with City in obtaining any copyrights or patents.

Sec. 19. Contractor's Business Practices.

A. Contractor shall adopt and use generally accepted accounting principles in Contractor's operations.

B. Contractor shall use its best efforts to obtain all equipment and materials for use in the performance of its services under this Contract at the lowest possible cost and to purchase the equipment and materials by competitive bidding whenever required by law or whenever practical. Contractor shall identify, label, protect and release to City at the termination of this Contract, all non-expendable equipment purchased with funds provided under this Contract.

Sec. 20. Contract Authorization. Any contract for an amount over \$400,000 requires City Council or Park Board approval. Contractor shall submit a copy of the resolution passed by Contractor's board of directors authorizing Contractor to enter into this Contract or equivalent proof of Contractor's authorization.

Sec. 21. Prohibited Contracts with Certain Professionals.

A. For the purposes of this section, the terms "board" or "commission" shall be defined as including the Land Clearance for Redevelopment Authority of Kansas City, Missouri, the Tax Increment Financing Commission of Kansas City, the Port Authority of Kansas City, the Planned Industrial Expansion Authority of Kansas City, the Industrial Development Authority of Kansas City, the

Kansas City Maintenance Reserve Corporation, the Kansas City, Missouri Homesteading Authority, the Landmarks Historic Trust Corporation, the Metropolitan Ambulance Services Trust, and the Kansas City Municipal Assistance Corporation.

B. Neither the City Manager, nor any department, board or commission of the City shall contract for professional services with any attorney who, at the time of the issuance of the contract, either in an individual or firm capacity, represents any party in litigation against the City, exclusive of representation in municipal court, exclusive of those attorneys employed by a not-for-profit legal services corporation and exclusive of where the City is named as a nominal party, where the litigation has been filed with the agreement of the City and the party represented by the attorney, or where the Council has otherwise waived this requirement. Nothing set forth in this section shall be deemed to supersede the Rules of Professional Conduct for Attorneys.

C. Neither the City Manager, nor any department, board or commission shall contract for professional services with any architect, engineer or other professional, exclusive of medical doctors or appraisers, who, at the time of the issuance of the contract, serves as an expert witness for any party in litigation against the City.

Sec. 22. Employee Eligibility Verification.

If this Contract exceeds five thousand dollars (\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/files/programs/gc_1185221678150.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to City prior to

execution of Contract, or at any point during the term of the Contract if requested by City.

EXHIBIT D
Federal Terms and Conditions

- 1) **NONDISCRIMINATION (49 CFR Part 21).** During the performance of this Agreement, the SUB-RECIPIENT, for itself, its assignees, and successors in interest, agrees as follows:
- A. SUB-RECIPIENT shall comply with the regulations relative to nondiscrimination in federally assisted programs of the United States Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the "Regulations"), which are hereby incorporated by reference and made a part of this Agreement.
 - B. SUB-RECIPIENT, with regard to the Services performed by it during the term of this Agreement, shall not discriminate on the grounds of age, race, color, sex or national origin in the selection or retention of subSub-recipients, including procurement of materials and leases of equipment. SUB-RECIPIENT shall not participate, either directly or indirectly, in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.
 - C. In all solicitations, whether by competitive bidding or negotiation, made by the SUB-RECIPIENT for services to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the SUB-RECIPIENT of the SUB-RECIPIENT's obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of age, race, color, sex or national origin.
 - D. The SUB-RECIPIENT shall provide all information and reports required under the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by KCHD to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information is required, or such information is in the exclusive possession of another that fails or refuses to furnish this information, the SUB-RECIPIENT shall so certify to KCHD, and shall set forth what efforts it has made to obtain the information.
 - E. In the event of the SUB-RECIPIENT's noncompliance with the nondiscrimination provisions of this Agreement, KCHD shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to: (i) Withholding of payments to the SUB-RECIPIENT under the Agreement until the SUB-RECIPIENT complies; and/or (ii) Cancellation, termination, or suspension of the Agreement, in whole or in part.
 - F. The SUB-RECIPIENT shall include the provisions of Paragraphs A through E above in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The SUB-RECIPIENT shall take such action with respect to any subcontract or procurement as KCHD may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the SUB-RECIPIENT becomes involved in or is threatened with litigation with a subcontractor or supplier as a result of such direction, the SUB-RECIPIENT may request KCHD to enter into such litigation to protect the interests of KCHD.
- 2) **AMERICANS WITH DISABILITIES ACT.** SUB-RECIPIENT shall comply with applicable provisions of the Americans with Disabilities Act of 1991, as amended. In particular, SUB-RECIPIENT shall assist KCHD in compliance by including appropriate language in all public documents and reports notifying persons with disabilities of KCHD's policy of providing accommodations (i.e. interpreter, large print, reader and hearing assistance) to persons who need such assistance to participate in the Project.
- 3) **AFFIRMATIVE ACTION IN EMPLOYMENT.** The SUB-RECIPIENT shall comply with the provisions of Section 503 of the Rehabilitation Act of 1973, as amended (the "Act"), and also agrees as follows:
- A. The SUB-RECIPIENT will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The SUB-RECIPIENT agrees to take affirmative action to employ, advance in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship.
 - B. The SUB-RECIPIENT agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor pursuant to the Act.
 - C. In the event of the SUB-RECIPIENT's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor pursuant to the Act.
 - D. The SUB-RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the director, provided by or through the contracting officer. Such notices shall state the SUB-RECIPIENT's obligation under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.
 - E. The SUB-RECIPIENT will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the SUB-RECIPIENT is bound by the terms of the Act, and is committed to take affirmative action to employ and advance in employment physically and mentally disabled individuals.
 - F. The SUB-RECIPIENT will include the provisions of Paragraphs A through E above in every subcontract or purchase order of \$2,500.00 or more unless exempted by rules, regulations or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding on each subcontractor or vendor. The SUB-RECIPIENT will take such action with respect to any subcontract or purchase order as the director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance (41 CFR 60-741.4.4).
- 4) **EQUAL EMPLOYMENT OPPORTUNITY (41 CFR Part 60-1.4(b)).** During the performance of this Agreement, the SUB-RECIPIENT agrees as follows:
- A. The SUB-RECIPIENT will not discriminate against any

employee or applicant for employment because of race, color, religion, sex or national origin. The SUB-RECIPIENT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUB-RECIPIENT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

- B. The SUB-RECIPIENT will, in all solicitations or advertisements for employees placed by or on behalf of the SUB-RECIPIENT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
 - C. The SUB-RECIPIENT will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the SUB-RECIPIENT's commitments under this Section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
 - D. The SUB-RECIPIENT shall comply with all provisions of Executive Order 11246 of September 24, 1965, and by rules, regulations, and relevant orders of the Secretary of Labor.
 - E. The SUB-RECIPIENT will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by KCHD and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - F. In the event of the SUB-RECIPIENT's noncompliance with the nondiscrimination clauses of this Agreement or with any of the said rules, regulations, or orders, this Agreement may be canceled, terminated or suspended in whole or in part and the SUB-RECIPIENT may be declared ineligible for further government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - G. The SUB-RECIPIENT will include the portion of the sentence immediately preceding Paragraph A and the provisions of Paragraphs A through G in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The SUB-RECIPIENT will take such action with respect to any subcontract or purchase order as KCHD may direct as a means of enforcing such provision, including sanctions for noncompliance, provided, however, that in the event the SUB-RECIPIENT becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the SUB-RECIPIENT may request KCHD to enter into such litigation to protect the interests of KCHD.
- 5) **PROHIBITION AGAINST SUBSTANCE ABUSE.** The SUB-RECIPIENT shall comply with the requirements of the Omnibus Drug Initiative Act of 1988 (Public Law 100-690), as amended, and certify to KCHD that it will provide a drug-

free workplace.

- 6) **LOBBYING. (EXHIBIT F)** The SUB-RECIPIENT hereby certifies that the federal funds provided under the terms of this Agreement will not be paid, by or on behalf of the SUB-RECIPIENT, to any person to influence an officer or employee of any federal agency or federal elected official. The SUB-RECIPIENT will provide full disclosure of any non-federal resources expended to lobby any federal official in connection with the Project.

EXHIBIT E

Certificate Regarding Debarment and Suspension

SUB-RECIPIENT hereby certifies to the best of its knowledge and belief that it and its principals, affiliates and approved subcontractors:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- B. Have not within a three (3) year period preceding the date of the Agreement been convicted of or had a civil judgment rendered against them for commission of (i) fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction, (ii) a violation of Federal or State antitrust statutes, or (iii) embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;
- C. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- D. Have not within a three (3) year period preceding the date of the Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

In the event SUB-RECIPIENT is unable to certify to any of the statements in this certification, the SUB-RECIPIENT shall attach an explanation to this certification that must be approved in writing by KCHD prior to the commencement of the Agreement.

By: _____
Jeff Cox, Presiding Commissioner

Date: _____

"PARTNER"

EXHIBIT F

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersign, to any person influencing or attempting to influence an officer or employee of a federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for attempting to influence an officer or employee of any federal agency, Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal or Federally assisted contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- 3 The undersigned shall require that the language of this certification be included in the award documents of all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 32, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Cass County
(Name of Entity)

Jeff Cox Presiding Commissioner
(Name and Title of Authorized Official)

(Signature of above Official)

(Date)

Certified Copy of Record

STATE OF MISSOURI,

ss.

County of Cass,

In the County Commission of Cass County, Missouri, at the January Term, 2016, held on the 7th day of January, 2016 amongst others, were the following proceedings:

RESOLUTION NO. 16-03 OF THE CASS COUNTY COMMISSION

**APPROVING STATE OF MISSOURI DEPARTMENT OF SOCIAL SERVICES
AGREEMENT AMENDMENT TITLED: IV-D COUNTY REIMBURSEMENT
COOPERATIVE AGREEMENT #ER10214C015**

***BE IT HEREBY RESOLVED AND ORDERED BY THE COUNTY COMMISSION
OF CASS COUNTY, MISSOURI, THAT,*** the Commission hereby approves of the Amendment Agreement with State of Missouri Department of Social Services Titled: IV-D County Reimbursement Cooperative Agreement #ER10214C015. Amendments as follows: 1) Section 2.9 is hereby deleted and replace with the new 2.9, 2) This amendment shall be effective January 1, 2016 The County Commission is hereby authorized to sign the necessary documents on behalf Cass County, Missouri, and to take all other action necessary, to facilitate this Order. (see attached)

ADOPTED BY THE COUNTY COMMISSION OF CASS COUNTY, MISSOURI,
THIS 7TH DAY OF JANUARY, 2016.

Jeff Cox
Presiding Commissioner

Luke Scavuzzo
Associate Commissioner
Dist. 1

Jimmy Odom
Associate Commissioner
Dist. 2

ATTEST:



Michael J. Vinck, County Clerk
Clerk of the Commission



**State of Missouri
Department of Social Services
Agreement Amendment**

Agreement Description:
IV-D County Reimbursement Cooperative Agreement
Amendment Description:
Language Update - Subrecipient Requirements

Agreement #: ER10214C015

Amendment # 001

Effective Date: January 1, 2016

Contractor Information:

County Name: **County of Cass**
Mailing Address: **2501 W. Mechanic St.**
City, State Zip: **Harrisonville, MO 64701-7804**

The above referenced contract between County of Cass and the Department of Social Services is hereby amended as follows:

1. Section 2.9 is hereby deleted in its entirety and replaced with the attached 2.9.
2. This amendment shall be effective January 1, 2016. All other terms and conditions shall remain unchanged.

~~~~~

*In witness thereof, the parties below hereby execute this agreement.*

Kim York  
Authorized Signature for the Circuit Clerk

Kim York, Circuit Clerk      1-4-16  
Name & Title      Date

Ben Butler  
Authorized Signature for the Prosecuting Attorney

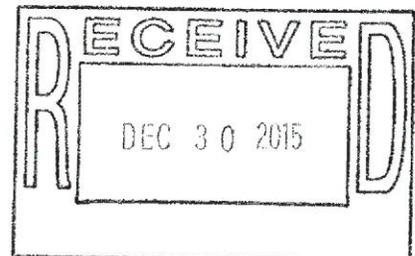
Ben Butler Prosecuting Attorney      1-4-16  
Name & Title      Date

\_\_\_\_\_  
Authorized Signature for the County Commissioner/Executive

Jeff Cox Presiding Commissioner      1-7-16  
Name & Title      Date

\_\_\_\_\_  
Authorized Signature for the Department of Social Services

\_\_\_\_\_  
Date



2.9 **Subrecipient of Federal Funds:**

2.9.1 For the purposes of this contract, the contractor has been determined to be a subrecipient of federal funds.

2.9.2 The contractor shall comply with the Federal Funds Subrecipient Requirements, attached hereto as Attachment B.

2.9.3 As used in Attachment B, the term "subrecipient" shall refer to the contractor and the term "state agency" shall refer to the Department.

## Attachment B: Federal Funds Subrecipient Requirements

1. In performing its responsibilities under the contract, the subrecipient shall fully comply with:
  - a. 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
  - b. All applicable terms and conditions of the award.
  - c. All other applicable laws, regulations and policies authorizing or governing the use of any federal funds paid to the subrecipient under the contract.
2. The subrecipient shall not utilize federal funds, or any required matching funds, provided under the contract as matching funds for any other federal award, unless specifically allowed under that award.
3. **Allowable Costs:** Unless otherwise stated in this RFP, the subrecipient shall invoice the state agency based on actual, allowable costs incurred.
  - a. The subrecipient shall ensure all expenditures invoiced, claimed and/or reported satisfy the General provisions for allowable costs, as defined in the 2 CFR Chapter 1, Chapter II, Part 200, Subpart E- Cost Principles; and Specific provisions for allowable costs, as defined in applicable Federal program rules.
4. **Indirect Cost Rates and Administrative Rates:** In the event indirect costs and/or administrative rates are included as part of the cost reimbursement under the contract, the following will apply:
  - a. If a subrecipient has an approved federally negotiated indirect cost rate, the state agency will accept the approved indirect cost rate, unless doing so would conflict with federal statutes or an exception has been approved by the federal agency, based on documented justification. (2 CFR § 200.414) If a federal agency has approved a new or different rate subsequent to the beginning of a contract period and the effective date is retroactive, the change (increase or decrease) will not be recognized and accepted until the following contract period.
  - b. A rate of 10% of Modified Total Direct Costs (MTDC) will be used for those subrecipients that do not have a federally negotiated indirect rate (2 CFR § 200.414).
  - c. **Administrative costs** are defined as general administration and general expenses such as the director's office, accounting, personnel, library expenses and all other types of expenditures not listed specifically under one of the subcategories of "Facilities", (including cross allocations from other pools, where applicable). (US Dept. of Labor – Guide for Indirect Cost Rate Determination). Administrative costs can be categorized as both direct and indirect costs.

Administrative rates will vary by award, will be determined by the state agency, and will not exceed limits set forth by statute or regulations pertaining to each award. For example, some federal programs have statutory limitations on the % of dollars which may be expended for administrative costs. The state agency must abide by those statutory limits. Consequently, in contracts which include federal dollars with statutory limitations on administrative costs, the state agency will limit the use of award funds for administrative costs in accordance with the statutory requirements. In such instances, the state agency award will deem administrative costs (including administrative costs included in the indirect rate) unallowable to the extent that the costs exceed the statutory limits.
  - d. With regard to indirect cost rates and administrative rates, guidance and requirements noted in Part 2 CFR § 200, "does not change or modify any existing statute or guidance otherwise based on any existing statute...and does not supersede any existing or future authority under law or by executive order of the Federal Acquisition Regulation." Thus, for state agency programs where the specific federal award requirements define Administrative costs in such a manner that all Indirect costs are Administrative costs, the state agency cannot accept an indirect rate (regardless of whether it is federally negotiated or not) that exceeds the Administrative rate cap designated by the specific federal award.
5. **Record/Document Requirements and Retention:**
  - a. The subrecipient shall have written policies and procedures in place to ensure compliance with the terms, conditions, laws, and regulations in 2 CFR Chapter 1, Chapter II, Part 200, et al., Uniform Administrative

Requirements, Cost Principles, and Audit Requirements for Federal Award, and shall make its policies and procedures available to the state agency, upon request.

- b. The subrecipient shall maintain an accounting system that, at a minimum, records expenditures in a manner that readily identifies the expenditure as an activity allowable under the award and allows required federal financial reports to be easily prepared.
  - c. In accordance with 2 CFR § 200.333 the subrecipient shall retain, for a period of three years from the date of submission of the final expenditure report, or from the date of the submission of the final quarterly or annual financial report to the state agency, all financial records, supporting documents, statistical records, and all other records pertinent to the federal award.
6. Subrecipient Monitoring: The state agency reserves the right to conduct monitoring reviews to ensure the subrecipient administers the federal award in compliance with applicable laws, regulations, contractual obligations, and performance goal measures.
- a. When deemed appropriate by the state agency, a monitoring report based on the results of the monitoring review will be issued to the subrecipient.
  - b. The subrecipient shall submit a written corrective action plan for any findings and recommendations in the monitoring report as directed by the state agency.
    - 1) The corrective action plan should include the actions the contractor proposes to take to remedy concerns, timeframes for achieving such remedies, and the person(s) responsible for the necessary action.
  - c. The state agency will respond in writing by accepting the corrective action plan submitted and/or requiring further action, including, but not limited to:
    - 1) More detailed financial reports or other documentation;
    - 2) Additional monitoring;
    - 3) Requiring the subrecipient to obtain technical or management assistance; and/or
    - 4) Establishing additional prior approvals from the state agency.
7. Audits: If required, the subrecipient shall have a single or program-specific audit conducted in accordance with provisions of the Single Audit Act of 1984 (with amendment in 1996) and 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements.
- a. In accordance with the provisions of 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall consider all sources of federal awards, including federal resources received from the state agency, in determining the federal awards expended in its fiscal year.
  - b. In the event the subrecipient is required to obtain an audit pursuant to 2 CFR Chapter 1, Chapter II, Part 200, Subpart F, et al., Audit Requirements, the subrecipient shall submit the reporting package to the Federal Audit Clearinghouse (FAC) as required by 2 CFR § 200.512. The subrecipient shall notify the state agency of the acceptance of the audit by the FAC within 7 calendar days of the acceptance. The subrecipient shall also notify the state agency in the event the subrecipient is not required to obtain and submit a single audit. These notifications shall be submitted to the:

Department of Social Services  
Division of Finance and Administrative Services  
Attn: Single Audit  
P.O. Box 1082  
Jefferson City, MO 65102  
Or [DFAS.ComplianceUnit@dss.mo.gov](mailto:DFAS.ComplianceUnit@dss.mo.gov)
  - c. The subrecipient shall cooperate with the state agency in resolving questions that the state agency may have concerning the auditors' report and plans for corrective action(s) pursuant to 2 CFR § 200.521.
8. The subrecipient shall be responsible for any deferrals, disallowances, questioned costs, or other items not allowed for federal financial participation claimed by the state agency on behalf of the subrecipient. The

subrecipient shall return any funds disallowed, either to the state agency or directly to the applicable federal agency, as instructed by the state agency and within the timeframe designated.

9. Transparency Reporting: In order to assist the state agency in complying with its reporting requirements under the Federal Funding Accountability and Transparency Act (FFATA), the subrecipient must fully complete and submit the FFATA Data Form, attached hereto as Exhibit 3, to the state agency prior to the award of the contract.
  - a. The subrecipient should register in the federal government System for Award Management (SAM) available at [www.sam.gov](http://www.sam.gov), to record information about the subrecipient's organization, including executive compensation data. SAM is a secure, single repository of data and the subrecipient should only need to register once and renew annually thereafter and update information as necessary.
  - b. The state agency will provide the subrecipient with applicable federal funding source information in accordance with 2 CFR § 200.331.

**Exhibit #3: Federal Funding Accountability and Transparency Act (FFATA) Data Form**

*\*See instructions for additional information*

|                                    |                                          |       |    |               |            |
|------------------------------------|------------------------------------------|-------|----|---------------|------------|
| Legal Business Name of Entity      | CASS COUNTY PROSECUTING ATTORNEYS OFFICE |       |    |               |            |
| Doing Business As (if different)   |                                          |       |    |               |            |
| Street Address                     | 2501 W. MECHANIC ST.                     |       |    |               |            |
| City                               | HARRISONVILLE                            | State | MO | Zip Code + 4* | 64701-7804 |
| DUNS Number*                       | 099238099                                |       |    |               |            |
| Parent Organization's DUNS Number* | N/A                                      |       |    |               |            |
| Principal Place of Performance*    |                                          |       |    |               |            |
| Contact Person's Name / Title      | JASON HOWELL, DIRECTOR OF NON-SUPPORT    |       |    |               |            |
| Contact Person Phone Number        | 816-380-8659                             |       |    |               |            |
| Contact Person E-Mail              | JASONH@CASSCOUNTY.COM                    |       |    |               |            |

**Executive Compensation Information\***

*\*Complete this section if required. See instructions for additional information before completing.*

List the organization's top five most highly compensated executives for the preceding contractor fiscal year.

| Name | Amount |
|------|--------|
| 1.   |        |
| 2.   |        |
| 3.   |        |
| 4.   |        |
| 5.   |        |

**Certification:**

I attest the facts stated above are true and correct.

I understand the information provided will be reported by the Department of Social Services to the FFATA Subaward Reporting System (FSRS) and the information will be accessible to the public.

\_\_\_\_\_  
Authorized Representative's Signature

Jeff Cox  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

Presiding Commissioner  
Title

1-7-14  
Date

## Instructions for Completing the FFATA Data Form

### Zip Code + 4

This is the four digit zip code extension available at <http://zip4.usps.com/zip4/welcome.jsp>

### DUNS Number

Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of your business.

DUNS Number assignment is FREE for all businesses required to register with the US Federal government for contracts or grants. See <http://fedgov.dnb.com/webform>

### Parent Organization's DUNS Number

Complete if applicable. This is typically used by large organizations with multiple facilities in several locations. The parent organization's number is number assigned to the headquarters for the operation.

### Principal Place of Performance

Complete if the primary place of performance is different than the address listed above.

### Executive Compensation Information

*Review the following questions to determine whether you are required to report executive compensation information.*

1. In your preceding completed fiscal year, did your business or organization receive:
  - a. 80 percent or more of its annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act, as defined in 2 CFR 170.320; and
  - b. \$25,000,000 or more in annual gross revenues from federal procurement contracts (and subcontracts), and federal financial assistance subject to the Transparency Act?

Yes       No

*Note: If the answer to either Question 1a or 1b is "No", your organization's compensation information is not required. Do not complete the Executive Compensation Information section of the FFATA Data Form.*

*Note: If the answer to both 1a and 1b is "Yes", proceed to Question 2.*

2. Does the public have access to the information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 [15 U.S.C. 78M(a), 78o(d)] or section 6104 of the Internal Revenue Code of 1986? (To determine if the public has access to the compensation information, see the U.S. Securities and Exchange Commission's total compensation filings at <http://www.sec.gov/answers/excomp.htm>)

Yes       No

*Note: If the answer to Question # 2 is "Yes", your organization's executive compensation information is not required.*

*Note: If the answer to Question #2 is "No", you are required to complete the Executive Compensation Information section of the FFATA Data Form.*

### Definitions

"Executive" means officers, managing partners, or any other employees in management positions.

"Total compensation" means the cash and non-cash dollar value earned by the executives during the preceding fiscal year and includes items such as salary, bonuses, stock awards, incentive plans, pension plans, deferred compensation, etc.

Additional information about reporting compensation is available at:

[https://www.fsr.gov/documents/OMB Guidance on FFATA Subaward and Executive Compensation Reporting 08272010.pdf](https://www.fsr.gov/documents/OMB%20Guidance%20on%20FFATA%20Subaward%20and%20Executive%20Compensation%20Reporting%2008272010.pdf)