

COOPERATIVE AGREEMENT

AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Charter County, hereinafter referred to as "the County" and the **MID-AMERICA REGIONAL COUNCIL**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Section 251.150 et seq., RSMo, hereinafter referred to as "MARC."

WHEREAS, the County deems it to be in the best interest of its citizenry to support services to low-income families as provided by MARC and other agencies, under subcontracts with MARC; and,

WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo, dealing with cooperative agreements; therefore,

The County and MARC agree, in consideration of the following mutual promises and valuable consideration, as follows:

1. **Services**. MARC shall provide a variety of aging programs and services for the citizens of Jackson County, and is expressly authorized to enter into a subcontract with Shepherd Center of Kansas City Central, for its Senior Companion Program upon such terms and conditions as MARC shall deem appropriate, as is more fully set forth in the proposal attached hereto as Exhibit A.

2. **Terms of Payment**. Upon the execution of the Agreement, the County shall provide to MARC the lump sum of \$20,000.00 which shall be used for these services and programs. The County, through the Legislative Auditor, may approve adjustments to line items listed in MARC's budget/proposal contained in Exhibit A, in an amount not

FILED
SEP 26 2013
MARY JO SPINO
COUNTY CLERK

to exceed 10 percent of the total amount of the Agreement, so long as there is no additional total cost to the County.

3. **Annual Report.** MARC shall submit an annual report, including a statement of budgeted and actual expenditures and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to MARC by the County were used for the purpose set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2013. Failure to submit said annual report shall disqualify MARC from future funding by the County.

4. **Submission of Documents.** No payment shall be made under this contract unless the Shepherd Center shall have provided to MARC and MARC shall have confirmed to Director of Finance and Purchasing its receipt of: (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) the MARC's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the MARC's total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) If an MARC has previously received County funding, to be eligible for future payments, an MARC must submit either an audited financial statement for the MARC's most recent fiscal or calendar year, by March 31 of the following year, or a certified public accountant's program audit of County funds, by January 31 of the following year. Any document described herein which was submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. No payment

shall be made if the contract MARC is out of compliance on any other County contract.

5. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of MARC pertaining to the finances and operations of MARC.

6. **Default.** If MARC shall default in the performance or observation of any term or condition of this Agreement, the County shall give MARC written notice setting forth the default and the correction required. If said default shall continue and not be corrected within 10 days of the notice of default by MARC, the County may at its election terminate the contract and take such action in law or equity to recover all funds given to MARC under this contract but not used for the purposes set forth in the contract.

7. **Conflict of Interest.** MARC 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 contract. MARC shall insure that its subcontractor has made this same warranty.

8. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, MARC 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, MARC 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.

9. **Term.** This Agreement shall commence January 1, 2013, and terminate on December 31, 2013. This Agreement may be terminated prior to that date by either party upon written notice delivered thirty days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed as verified by the County's audit as provided in paragraph 5.

10. **Equal Opportunity.** In carrying out this Agreement, MARC shall insure that none of the benefits or services of the program are denied to any eligible recipient on the basis of race, color, religion, sex, age, handicap or national origin. MARC shall take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, handicap or national origin in terms and conditions of employment or termination, rates of pay or other forms of compensation and selection for training including apprenticeship. MARC shall in all solicitations or advertisements for employees placed by or on behalf of MARC state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, handicap or national origin.

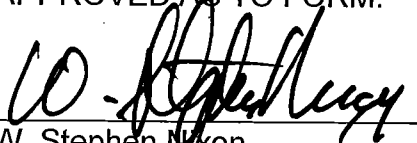
10. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and MARC shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including 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 MARC during the performance of this Agreement.

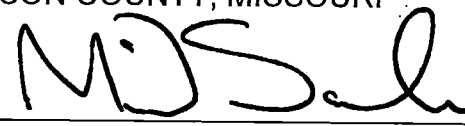
11. **Incorporation**. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and MARC have executed this Agreement this 26th day of September, 2013.


APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

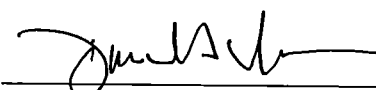
JACKSON COUNTY, MISSOURI

By 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

MID-AMERICA REGIONAL COUNCIL

By 
Executive Director
Federal I.D. # 43-0976432

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 to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$20,000.00 which is hereby authorized.

September 19, 2013
Date


Director of Finance and Purchasing
Account No. 002-7902-56789

79022013009



OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

415 E 12th Street, 2nd Floor
Kansas City, MO 64106

Email: auditor@jacksongov.org

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Section A: Organization or Agency Information

Name:	Shepherd Center of Kansas City Central		
Address:	5200 Oak Street, Kansas City, MO 64112		
Phone No:	816-444-1121	Fax:	816-444-1177
Website Address:	http://www.sccentral.org		
Federal Tax ID No:	43-0994417	Fiscal Year Cycle:	Calendar (January - December)
Executive Director:	Pamela Seymour		
Name and Title of Principal Contact Person:	Pamela Seymour - Executive Director		
Phone No:	816-444-1121	Email Address:	pseymour@sccentral.org
Submittal of this request has been authorized by:			
<i>Pamela Seymour</i>		Date:	1/14/2013

Section B: Agency's 2012 and 2013 Revenue Information

Agency's 2013 Projected Revenue Information

Funding Entity	Agency's 2013 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal	Outside Agency Program, MARC	\$ 347,233	39
State		\$ -	0
Jackson County		\$ 34,000	4
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ 58,750	7
Fundraisers		\$ 76,800	8
Other	In Kind Contributions, Foundations/Corporate	\$ 371,900	42
2013 Total Projected Revenue		\$ 888,683	

Agency's 2012 Revenue Information

Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	Outside Agency Program, MARC \$7,000	\$ 292,752	36
State		\$ -	0
Jackson County		\$ 34,000	5
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations		\$ 58,830	6
Fundraisers		\$ 42,212	5
Other (please list)	Program Income, Foundations, Corporate	\$ 387,096	48
2012 Total Revenue		\$ 814,890	

**If your agency received funding from Jackson County in 2012,
please identify the funding source, amount and program name below.**

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Mental Health Levy	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 20,000	Senior Companion Prog.
2012 Total Jackson County Funding			\$ 20,000	

Did your agency receive funding or resources in 2012 from either of the following?

Mid America Regional Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 14,000
Harvesters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -

Section C: 2013 Program Budget

Complete a separate program budget for each program your agency is applying for funding.

Agency Name: Shepherd Center of Kansas City Central

Program Name: Senior Companion Program

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Total Fringe Benefits			\$ -
Total Personal Services			\$ -
Contractual Services			
Senior Companion stipends, meals and transportation			\$ 20,000
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 20,000
Supplies			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ -

Total Program Request \$ 20,000

Section D: 2013 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Shepherd Center of Kansas City Central

Program Name: Senior Companion Program

Proposed Program

Detail functions to be performed by each program.

Senior Companions are low-income individuals, 55 years of age and older who provide companionship and in-home support services to homebound elders in Jackson County, Missouri. Senior Companions also provide respite and support for the elders' caregivers. Simple meal preparation, personal grooming assistance, social interaction, medication reminders, exercise support and escort to medical appointments are examples of services provided. A written care plan is developed for each client/companion placement. SCs are expected to serve a minimum of 15 hours per week. For their efforts Senior Companions receive 1) a \$2.65 hourly stipend; 2) \$1.50 daily meal allowance; 3) reimbursement of transportation expenses to and from the client's home; 4) 40 hours of pre-service training; 5) a 4 hour monthly inservice training meeting; 6) annual physical exam and recognition. Each Senior Companion receives professional supervision and support from one of the Senior Companion "stations".

Section D: 2013 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Shepherd Center of Kansas City Central

Program Name: Senior Companion Program

Participants

Identify the number of participants by County that each program serves.

Jackson, MO	150 Clients, 92 Senior Companion Volunteers
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	

Target Population

Describe target population and demographics to be served by each program.

Senior Companions serve homebound elderly persons in Jackson County who are at risk of being unnecessarily institutionalized due to unmet physical, mental and/or social needs. The service also benefits family caregivers of these individuals by providing respite for these individuals. Senior Companions are individuals who are 55 years of age or older (average age is 73) whose incomes are at or below 200% of the federal poverty level (\$1,805 monthly). All are residents of Jackson County.

Would you provide these services to anyone at your door?

Answer Yes

Is anyone denied services?

Answer: No. Referrals

What level of indigents 200% poverty level and below.

Please classify your program from the following types by percentage of your agency's overall service

Senior Program	95%
Indigent Program (Below Poverty Level)	50 %
Senior Indigent Program	80 %

What criteria do you have for the clients you serve?

Senior Companions must have incomes at or below \$1,805 per month. Clients served by Senior Companions have no income restrictions, but must be homebound or unable to perform all daily living tasks.

Section D: 2013 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Shepherd Center of Kansas City Central

Program Name: Senior Companion Program

Service Delivery Area

Identify your specific geographic service delivery area for each program.

All Senior Companions and their clients are residents of Jackson County.

Fund Separation

Indicate what measures your agency will take to ensure that funds received from Jackson County will be utilized for the benefit of Jackson County residents.

Senior Companions receive their monthly stipend and expense reimbursement at the monthly inservice meeting. They are paid by check drawn on Westport Cooperative Services' bank account. Monthly and quarterly financial reports, including a balance sheet and income/expense statements compared to the program budget are provided to Shepherd's Center Central Board of Directors. Physical exam expense are invoiced directly to the program by Dr. Julie Alvarez. Senior Companions and their clients are all resident of Jackson County. Documentation of resident is maintained in the offices of Westport Cooperative Services and is available for examination by authorized persons.

Section D: 2013 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Shepherd Center of Kansas City Central

Program Name: Senior Companion Program

Approach & Method

List the top three (3) objectives for each program.

1. Recruit, train and supervise 60 to 80 Senior Companions annually who are residents of Jackson County with 1 to 3 clients, also residents of Jackson County. Senior Companions will deliver a total of 70,000 hours of in-home service to homebound seniors.

2. Provide Senior Companion services to at least 150 homebound elderly persons in Jackson County during 2013.

3. Execute a "Memorandum of Understanding" with 8 Jackson County agencies serving homebound elders to help with training, placement and supervision of Senior Companions.

Detail specific methods you will use to achieve these objectives.

1. Shepherd's Center Central will provide Senior Companions with an hourly stipend of \$2.65, meal allowance and travel subsidy to enable them to serve homebound, frail, elderly persons. 2. Shepherd's Center Central will respond to requests for Senior Companion service by assessing client needs, assigning Companions to serve clients and providing supervision and support to the Senior Companion during the Companion's weekly service. 3. Westport Cooperative Services will execute a "Memorandum of Understanding" with 8 Jackson County agencies serving homebound elders to help with training, placement and supervision of Senior Companions assigned to their "station".

Section D: 2013 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name: Shepherd Center of Kansas City Central

Program Name: Senior Companion Program

Evaluation

How can the success of each program be evaluated?

Indicate performance measures or statistics you will use to demonstrate the success of each program.

Shepherd's Center Central maintains detailed records on Senior Companions and their clients. Senior Companions make monthly notes regarding their work with clients on the back of their timesheets. These are reviewed monthly for problems and successes. An in-depth evaluation of the program is done annually consisting of questionnaires specifically designed for clients, their families, for the SCs themselves and the cooperating agencies with whom we have Letters of Agreement. The results are analyzed and compiled into a written summary which compares results with program objectives and expected outcomes and makes recommendations regarding program activities.

Notification

How will your organization make clients, the public and the media aware of the generous taxpayer funding received from Jackson County? (Please attach any examples)

Acknowledgement of funding by Jackson County taxpayers is printed in the Senior Companion Program brochures which are distributed throughout the County to social service agencies, potential clients and the general public. Acknowledgement of all funders, including Jackson County, is made at all programs, presentations and fund raising events. Jackson County officials are invited to, and have participated in the annual Senior Companion Recognition luncheon and other events.

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 Mid-America Regional Council, 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, Mid-America Regional Council, 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 §75.040, RSMo.)

Dorothy Pope
Authorized Representative's Signature
Director of Financial Affairs
Title

Dorothy Pope
Printed Name
6-26-13
Date

Subscribed and sworn before me this 26th day of June, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on March 22, 2015.

Mark D. Johnson
Signature of Notary

6-26-13
Date

