

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 "Organization."

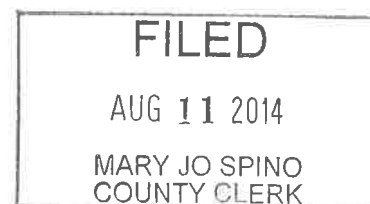
WHEREAS, the County deems it to be in the best interest of its citizenry to support services to low-income families as provided by Organization and other agencies, under subcontracts with Organization; and,

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

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

1. **Services.** Organization 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 Organization shall deem appropriate, as is more fully set forth in the proposal attached hereto as Exhibit A.

2. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. If Organization encounters unforeseen circumstances that require a change to Organization's budget, Organization shall submit a written request to the Jackson County Legislative Auditor's no later than October 31, 2014. Any



changes to the budget must be approved by the Jackson County Legislature.

3. **Terms Of Payment.** Upon the execution of this Agreement, the County shall pay to Organization the lump sum of **\$20,000.00** for the senior companion program. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

4. **Annual Report.** Organization 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 Organization by the County were used for the purpose set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2014. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County.

Organization must notify the County in writing on Organization's letterhead, within five working days of the following changes:

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract
- c. Liability insurance coverage
- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

4. **Submission Of Documents.** No payment shall be made under this Agreement unless Organization shall have submitted to the County's Director of Finance and Purchasing: (1) a written proposal setting out in detail the intended use of

the County's funding, including the target population to be served; (2) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization's total budget for its most recent fiscal year; and (4) a detailed explanation of actual expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization's most-recent fiscal or calendar year by March 31 of the following year, or a certified public accountant's program audit of the County's funds by January 31 of the following year. Any documents described herein which were 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 Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

5. **Equal Opportunity**. Organization shall maintain policies of employment as follows:

A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization

agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

6. **Employment Of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Organization assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Organization shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

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

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

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

9. **Appropriation Of Funds**. Organization and the County recognize that the County intends to satisfy its financial obligation to Organization hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify Organization of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

County further agrees:

A. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.

B. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.

10. **Conflict Of Interest.** Organization warrants that no officer or employee of the County, whether elected or appointed, shall, in any manner whatsoever, be interested in or receive any benefit from the profits or emoluments of this Agreement.

11. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced by reason of any rule of law or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect; and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

12. **Indemnification.** Organization shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, and costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of Organization during the performance of this Agreement.

13. **insurance.** Organization shall maintain the following insurance coverage during the term of this Agreement.

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property

damage liability.

B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

14. **Term.** The term of this Agreement shall commence January 1, 2014, and shall continue until December 31, 2014, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Organization as verified by the County's audit.

15. **Termination.** This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to

receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

16. **Standard Of Care.** Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

17. **Financial Contact.** Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Fiscal Representative  
Q. Troy Thomas  
415 E. 12<sup>th</sup> Street, Suite 100  
Kansas City, MO 64106

**Mid-America Regional Council**  
Dorothy Pope, Director of Financial Affairs  
600 Broadway, Suite 200  
Kansas City, MO 64105  
(816) 474-4240

18. **Compliance.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code. Organization shall file quarterly compliance reports as required by the County Compliance Review Office. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.

19. **Remedies For Breach.** Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's



failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

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

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

20. **Transfer And Assignment**. Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

21. **Organization Identity**. If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the county in the event it is merged or purchases by any other entity.

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

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

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 11 day of August, 2014.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI


  
\_\_\_\_\_  
W. Stephen Nixon  
County Counselor

By   
\_\_\_\_\_  
Michael D. Sanders  
County Executive

ATTEST:

MID-AMERICA REGIONAL COUNCIL

  
\_\_\_\_\_  
Mary Jo Spino  
Clerk of the Legislature

By   
\_\_\_\_\_  
Title Executive Director  
Federal Tax 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 from which payment is to be made, each sufficient to meet the obligation of **\$20,000.00**, which is hereby authorized.

August 7, 2014  
Date

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

79022014007



# OUTSIDE AGENCY FUNDING REQUEST FORM 2014 BUDGET

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

Email: [auditor@jacksongov.org](mailto:auditor@jacksongov.org)

Section A: Organization or Agency Information .....	page 1
Section B: Agency's 2013 and 2014 Revenue Information .....	page 2
Section C: Individual Program Budget .....	page 3
Section D: Program Information .....	pages 4 - 8
Section E: Summary of Request by Program .....	page 9

## Section A: Organization or Agency Information

Name:	Shepherd's Center of Kansas City Central		
Address:	5200 Oak St., Kansas City, MO	Zip Code:	64112
Phone No:	816-444-1121	Fax:	816-444-1177
Website Address:	<a href="http://www.sccentral.org">www.sccentral.org</a>		
Federal Tax ID No:	43-0994917	Fiscal Year Cycle:	January - December
Executive Director:	Pamela Seymour		
Name and Title of Principal Contact Person:	Pamela Seymour, Executive Director		
Phone No:	816-444-1121; 816-753-7039	Email Address:	<a href="mailto:pseymour@sccentral.org">pseymour@sccentral.org</a>
Submittal of this request has been authorized by:			
Shepherd's Center of Kansas City Central Board	Date:	27-Aug-13	<b>RECEIVED</b>

AUG 28 2013

JACKSON COUNTY  
AUDITOR'S OFFICE  
KANSAS CITY, MISSOURI

Section A

## Section B: Agency's 2013 and 2014 Revenue Information

### Agency's 2014 Projected Revenue Information

Funding Entity	Agency's 2014 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue	
Federal	Outside Agency Program; MARC	\$ 326,500	37	
State		-	0	
Jackson County		\$ 34,000	4	
Other Counties		-	0	
City		-	0	
Charity/Donations		\$ 52,300	6	
Fundraisers		\$ 45,800	5	
Other		\$ 418,500	48	
<b>2014 Total Projected Revenue</b>		<b>\$ 877,100</b>		

### Agency's 2013 Revenue Information

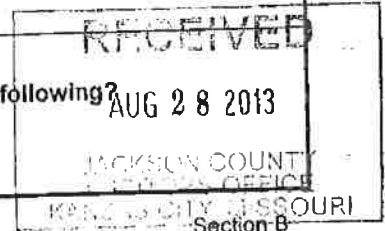
Funding Entity	Agency's 2013 Total Revenue Source You Received Funding From	Amount	% of Total Revenue	
Federal	In Kind, Fndtns., Corps., United Way, Prog. Related	\$ 326,500	37	
State		-	0	
Jackson County		\$ 34,000	4	
Other Counties		-	0	
City		-	0	
Charity/Donations		\$ 52,300	6	
Fundraisers		\$ 45,800	5	
Other (please list)		\$ 418,500	48	
<b>2013 Total Revenue</b>		<b>\$ 877,100</b>		

**If your agency received funding from Jackson County in 2013,  
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	
<b>2013 Total Jackson County Funding</b>			<b>\$ 20,000</b>	

**Did your agency receive funding or resources in 2013 from either of the following?**

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



## Section C: 2014 Program Budget

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

**Agency Name:** Shepherd's Center of Kansas City Central

**Program Name:** Senior Companion Program

<b>Personal Services</b>			
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
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Salaries</b>			\$ -
<b>Total Fringe Benefits</b>			\$ -
<b>Total Personal Services</b>			<b>\$ -</b>
<b>Contractual Services</b>			
Senior Companion stipends, meals and transportation			\$ 20,000
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Contractual Services</b>			<b>\$ 20,000</b>
<b>Supplies</b>			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
<b>Total Supplies</b>			<b>\$ -</b>

**Total Program Request \$**

RECEIVED

AUG 28 2013

JACKSON COUNTY  
FUNDING OFFICE  
KANSAS MISSOURI

## Section D: 2014 Program Information

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

Agency Name: Shepherd's 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 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. Senior Companions 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 for transportation expenses to and from the client's home; 4) 40 hours of pre-service training; 5) a 4 hour monthly inservice training meeting; and 6) annual physical exam and recognition. Each Senior Companion receives professional supervision and support from one of 8 Senior Companion "stations" in the area. These stations are senior-serving agencies throughout Jackson County. They are Don Bosco Center, Collaboration Works, Metropolitan Lutheran Ministry, Seton Center, Shepherd's Center of Raytown, Shepherd's Center of Kansas City Central, Spectrum Home Health and Swope Ridge Geriatric Center.

RECEIVED

AUG 28 2013

JACKSON COUNTY  
PLANNING OFFICE  
KANSAS CITY, MISSOURI  
Section D

## Section D: 2014 Program Information

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

**Agency Name:** Shepherd's Center of Kansas City Central

**Program Name:** Senior Companion Program

### Participants

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

Jackson, MO	92 Senior Companions, 194 Clients
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 needs. The service also benefits family caregivers 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 (\$1,915 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 are provided for ineligible persons.**

What level of indigents (below poverty level) do you serve? **200% of federal poverty level.**

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 \$1,915 per month. Clients served by Senior Companions have no income restrictions, but must be homebound or unable to perform **all** living tasks.

**RECEIVED**

JACKSON COUNTY  
COMMUNITY DEVELOPMENT OFFICE  
KANSAS CITY, MISSOURI  
10/20/13

## Section D: 2014 Program Information

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

Agency Name: Shepherd's 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, Missouri.

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

RECEIVED

AUG 28 2013

JACKSON COUNTY  
SUPPORTS OFFICE  
KANSAS CITY, MISSOURI

Section D



Exhibit B

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**, (Organization name) 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 575.040, RSMo.)

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

Dorothy Pope  
Printed Name  
Date

Subscribed and sworn before me this 31 day of JANUARY, 2014. I am commissioned as a notary public within the County of JACKSON, State of Missouri, and my commission expires on 7/28/2017.

Nancy Weitzel Burry  
Signature of Notary  
NANCY WEITZEL BURRY  
Notary Public, Notary Seal  
State of Missouri  
Jackson County  
Commission # 13414121  
My Commission Expires July 28, 2017

1/31/2014  
Date