

RGK
8/17/10

COOPERATIVE AGREEMENT

R. 17138

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, 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 aging programs and services 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 Westport Cooperative Services, Inc., 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 this Agreement, the County shall pay to MARC the lump sum of \$21,494.00 to be used to provide these services and programs.

3. **Annual Report**. MARC shall submit an annual report, including a statement of actual and budgeted expenditures, and other documentation as requested by the Director of Finance and Purchasing to show that the funds paid to MARC by the County

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AUG 10 2010

MARY JO SPINO
COUNTY CLERK

were used for the purpose set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2010. 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 Westport Cooperative Services shall have provided to MARC and MARC shall have confirmed to County and County's 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 agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency'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 agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the agency'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 agency 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.

8. **Term.** This Agreement shall be effective as of January 1, 2010, and shall terminate on December 31, 2010. 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.

9. **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.

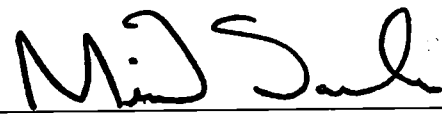
IN WITNESS WHEREOF, the County and MARC have executed this Agreement this 10 day of August, 2010.

APPROVED AS TO FORM:



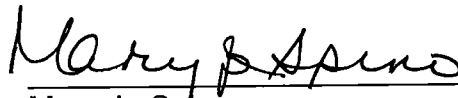
William G. Snyder
Acting County Counselor

JACKSON COUNTY, MISSOURI

By 

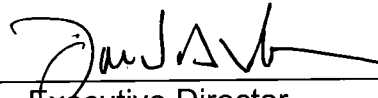
Michael D. Sanders
County Executive

ATTEST:



Mary Jo Spino
Clerk of the Legislature

MID-AMERICA REGIONAL COUNCIL

By 

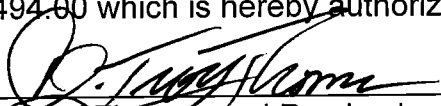
Executive Director
43-0976432

Federal I.D. or S.S. #

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 \$21,494.00 which is hereby authorized.

August 5, 2010
Date


Director of Finance and Purchasing
Account No. 002-7902-56789
79022010 010



OUTSIDE AGENCY FUNDING REQUEST FORM 2010 BUDGET

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

Email: auditor@jacksongov.org

RECEIVED

OCT 02 2009

JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

Section A: Organization or Agency Information	page 1
Section B: Agency's 2009 and 2010 Revenue Information	page 2
Section C: Individual Program Budget	page 3
Section D: Program Information	pages 4 - 8

Section A: Organization or Agency Information

Name:	Westport Cooperative Services, Inc.		
Address:	201 Westport Rd., Kansas City, MO 64111		
Phone No:	816-753-7039	Fax:	816-753-2855
Website Address:	www.westportcooperative.org		
Federal Tax ID No:	43-0902804	Fiscal Year Cycle:	January - December
Name and Title of Contact Person:	Sean Patrick Taylor		
Phone No:	816-753-7039	Email Address:	staylor@westportcooperative.org

Submittal of this request has been authorized by:

Summary of Jackson County Funding Request by Program

Program Name <i>(please prioritize with number 1 being most important)</i>			Amount
1. Senior Companion Program	\$		25,000
2.	\$		-
3.	\$		-
Total Jackson County Funding Request for All Programs		\$	25,000

EXHIBIT

A

Section B: Agency's 2009 and 2010 Revenue Information

Agency's 2010 Revenue Information			
Funding Entity	Agency's 2010 Total Projected Revenue Source You Will Request 2010 Funding From	Projected Amount	% of Total Revenue
Federal	Corporation for National Service	\$ 285,500	54
State		\$ -	0
Jackson County	Outside Agency Program	\$ 25,000	5
Other Counties	MARC, Home Delivered Meals Contract	\$ 6,000	1
City	In-Kind Transportation, Share-a-Fare, KCATA	\$ 22,000	4
Charity/Donations	Religious, Foundations, Individuals, Corporations	\$ 85,000	16
Fundraisers	CROP Walk, Christmas in the Park, Other	\$ 55,000	10
Other	Health Care Foundation of GKC	\$ 50,000	9
2010 Total Projected Revenue		\$ 528,500	

Agency's 2009 Revenue Information			
Funding Entity	Agency's 2009 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	Corporation for National Service	\$ 285,500	55
State		\$ -	0
Jackson County	Outside Agency Program	\$ 23,750	5
Other Counties	MARC, Home Delivered Meals Contract	\$ 6,000	1
City	In-Kind Transportation, Share-a-Fare, KCATA	\$ 22,000	4
Charity/Donations	Religious, Foundations, Individuals, Corporations	\$ 91,650	18
Fundraisers	CROP Walk, Christmas in the Park, Other	\$ 35,248	7
Other (please list)	REACH Healthcare Foundation	\$ 54,500	11
2009 Total Revenue		\$ 518,648	

**If your agency received funding from Jackson County in 2009,
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"/>	\$ 23,750	
2009 Total Jackson County Funding			\$ 23,750	

Section C: REVISED Individual Program Budget

Complete a separate program budget for each program your agency is applying for funding. Program Name, Priority, and Total Program Request Amount from this sheet must match information entered under Section A, page 1.

Agency Name: Westport Cooperative Services, Inc.

Program Name: Senior Companion Program **Priority:** 1

REC
 JAN 08 2010
 JACKSON COUNTY
 AUDITOR'S OFFICE
 KANSAS CITY, MISSOURI

Personal Services	
Name, Title, No. of Employees	
Judy May, Program Director	
Kathleen Morrow, Program Assistant	
Sean Patrick Taylor	
Salary	\$ -
Benefits	
Total Personal Services \$ -	

Contractual Services	
Volunteer Training	
Accounting Audit	
Senior Companion Stipends, meals, transport	\$ 20,000
	\$ -
	\$ -
	\$ -
Total Contractual Services \$ 20,000	

Supplies	
Communications	
Consumable office supplies	
Printing	
Senior Companion Support Services (physical exams, recognition)	\$ 1,494
	\$ -
	\$ -
Total Supplies \$ 1,494	

Total Program Request \$ 21,494

Section D: Program Information

*Complete each section for each program your agency is applying for funding.
All Program 1 information should be entered in the left column, all Program 2 information in the middle column,
and all Program 3 information in the right column.*

Program 1 Name	Program 2 Name	Program 3 Name
<p style="text-align: center;">Senior Companion Program</p>		
Proposed Program Detail functions to be performed by each program:		
<p>Senior Companions (SCs) provide companionship and a variety of services to elders who live alone and respite and support for their caregivers. Simple meal preparation, personal grooming assistance, social interaction, medication reminders, help with physical and occupational therapy activities, and escort to medical appointments are examples of service provided. A written care plan is developed appropriate for each client/companion placement. SCs are expected to serve 20 hours per week. To accomplish their work they receive:</p> <ol style="list-style-type: none"> 1) \$2.65/hr. stipend; 2) \$1.50/day lunch allowance; 3) reimbursement of transportation to and from the client's home; 4) 40 hours pre-placement training; 5) 4 hour monthly inservice training, 6) annual physical exam, recognition and professional supervision and support. 		

Participants		Identify the number of participants by County that each program serves.	
Jackson	191		
Clay/Platte			
Cass			
Other			
Missouri			
Kansas			
Target Population		Describe target population and demographics to be served by each program.	
Senior Companions serve Jackson County		Senior Companions are 60 years of age or older (average age is 74) with incomes at or below 200% of the federal poverty level (\$1,805 monthly). All are residents of Jackson County.	
homebound elderly persons who are at risk of being unnecessarily institutionalized due to physical, mental and/or social needs. The service also benefits family caregivers of these individuals.			

<p align="center">Service Delivery Area</p> <p>Identify your specific geographic service delivery for each program.</p>	
<p>All Senior Companions and Senior Companion clients are residents of Jackson County.</p>	
<p align="center">Fund Separation</p> <p>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.</p>	
<p>Senior Companions receive their monthly stipend and expense reimbursement at a monthly inservice meeting. They are paid by check. Physical exam expenses are invoiced directly to the program by Dr. Julie Alvarez. Jackson County funds are put in the Senior Companion bank account. Senior Companions and clients will all be Jackson County residents. Documentation of residency is maintained in the offices of Westport Cooperative Services and is available for examination by authorized persons.</p>	

Approach & Method		
List the top three (3) objectives for each program		
<p>1. Recruit, train, place and supervise 60 to 80 Senior Companions who will produce a total of 60,000 hours of in-home service.</p>		
<p>2. Provide on-going Senior Companion services to at least 240 homebound elderly persons in Jackson County during 2010.</p>		
<p>3. Execute "Letters of Agreement" with 10 Jackson County agencies serving homebound elders to help with training, placement and supervision of Senior Companions.</p>		
Detail specific methods you will use to achieve these objectives		
<p>WCS will provide the SCs with an hourly stipend of \$2.65 for 20 or more hours weekly service plus other benefits and professional supervision/support to enable them to serve homebound, frail elderly persons. We will sign written agreements with 10 other agencies that serve homebound elders to obtain their assistance with training, supervision and placement.</p>		

<p align="center">Evaluation</p> <p align="center">Describe how the success of each program will be evaluated.</p> <p align="center">Indicate performance measures or statistics you will use to demonstrate the success of each program.</p>		
<p>WCS maintains detailed records about Senior Companions and their clients. Senior Companions make monthly notes regarding their work with clients on the back of their timesheets. We provide monthly and quarterly financial reports, including a balance sheet and income/expense statements compared to the program budget. A in-depth evaluation is done annually, including questionnaires specifically designed for the clients, clients' families, and for the SCs themselves and their 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. The evaluation is available upon request to all interested persons.</p>		
<p align="center">Notification</p> <p align="center">How will your organization make clients, the taxpayers, and the media aware of the generous funding received from Jackson County? (Please attach any examples)</p>		
<p>Acknowledgement of Jackson County funding is printed in the Senior Companion Program brochures which are distributed throughout the county to social service agencies and other entities that provide clients for the program. Acknowledgement of funders, including Jackson County, is made at all programs and presentations. Jackson County officials are invited to, and have participated in the annual recognition luncheon and other events.</p>		