

COOPERATIVE AGREEMENT
(Supplemental Aging Services)

R. 18715

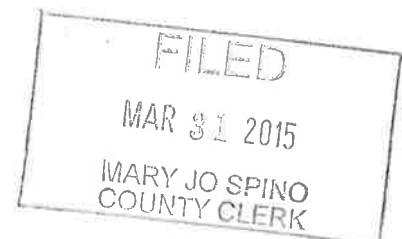
AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Charter County, hereinafter referred to as "the County" and the **MID-AMERICA REGIONAL COUNCIL**, 600 Broadway, Suite 200, Kansas City, MO 64105, a regional planning commission operating pursuant to Section 251.150 et seq., RSMo,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

WHEREAS, the County deems it to be in the best interest of its citizenry to support programs and services for the aging community 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 To Be Provided.** Organization shall prepare and deliver a nutritious meal to the homes of elderly County residents who, due to physical impairment, cannot participate in the congregate center activities, as is more fully set out in the document attached hereto, as Exhibit A. 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 Office no later than October 31, 2015. Any changes to the budget must be approved by the Jackson County Legislature.



2. **Terms of Payment.** In consideration for the nutrition and transportation services provided above, the County shall pay the sum of **\$91,858.00** upon execution of this Agreement. The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

3. **Annual Report.** Organization shall submit an annual report, including invoices and cancelled checks, 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 purposes set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2015. Failure to submit said 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. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books and records of Organization pertaining to the finances and operations of Organization.

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 County further reserves the right to examine and audit, during reasonable office hours, the books, and records of Organization pertaining to its finances and operations. Organization agrees to establish and adopt such accounting standards and forms as may be recommended by the County's Director of Finance and Purchasing prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document the expenditure of these funds may be changed from time to time upon mutual agreement.

8 **Default.** If Organization shall default in the performance or observation of any term or condition herein, the County shall give Organization ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, the County may at its election terminate the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's right to sue for breach of contract.

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 reasons 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) to the extent caused by the negligence or willful misconduct of Organization or its employees, agents or representatives.

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 as of January 1,

2015, and shall continue until December 31, 2015, 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 obligation 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
Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Mid-America Regional Council
Dorothy Pope
Director of Financial Affairs
600 Broadway, Suite 200, KCMO 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 promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to so observe and perform in accordance with said Agreement represents and constitutes a breach of this Agreement. In such even, Organization consents and agrees as follows:

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

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

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 31st day of March, 2015.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon
W. Stephen Nixon
County Counselor

By Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST:

MID-AMERICA REGIONAL COUNCIL

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

By Executive Director
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 from which payment is to be made, each sufficient to meet the obligation of \$91,858.00 which is hereby authorized.

Date 3/26/15

Director of Finance and Purchasing
Director of Finance and Purchasing
Account No. 002-7902-56870

PC 79022015009

**EXHIBIT A
Res. 18715
Supplemental Aging**



**OUTSIDE AGENCY FUNDING REQUEST FORM
2015 BUDGET**

415 E 12th Street, 2nd Floor
Kansas City, MO 64106
Email: auditor@jacksongov.org

Section A: Organization or Agency Information page 1
Section B: Agency's 2014 and 2015 Revenue Information page 2
Section C: Jackson County Program Budget Request page 3
Section D: Program Information pages 4 - 8

Section A: Organization or Agency Information

Name:	Mid-America Regional Council		
Address:	600 Broadway, Suite 200, Kansas City, Missouri	Zip Code:	64105-1659
Phone No:	(816) 474-4240	Fax:	(816) 421-7758
Website Address:	www.marc.org		
Federal Tax ID No:	43-0976432	Fiscal Year Cycle:	January 1 to December 31
Executive Director/President:	David A. Warm		
Phone No:	(816) 474-4240	Email:	DWARM@MARC.ORG
Name/Title of Principal Contact Person:	Dorothy Pope, Director of Financial Affairs		
Phone No:	(816) 474-4240	Email:	poped@marc.org

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AUG 20 2014
JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY MISSOURI

Section B Agency's 2014 and 2015 Revenue Information			
Agency's 2015 Projected Revenue Information (Data shown in 2014 Budget)			
Funding Entity	Source You Will Request 2015 Funding From	Projected Amount	% of Total Revenue
Federal		\$ 39,896,153	68
State		\$ 1,916,017	3
Foundation, city and other counties		\$ 5,327,647	9
Jackson County	See Section C #1 to #6 + \$195,000 for other agencies	\$ 434,078	1
Other Counties	Local dues only	\$ 175,876	0
City	Local dues only	\$ 524,974	1
Charity/Donations	Services to the elderly donations and contributed services	\$ 9,394,813	16
User Fees		\$ 1,043,823	2
Other		\$ 63,601	0
2015 Total Projected Revenue		\$ 58,776,982	

Agency's 2014 Revenue Information (Data shown is 2013 audit results)			
Funding Entity	Source You Received 2014 Funding From	Amount	% of Total Revenue
Federal		\$ 46,834,113	69
State		\$ 2,152,541	3
Foundation, city and other counties		\$ 6,050,058	9
Jackson County		\$ 400,353	1
Other Counties	Local dues only	\$ 158,651	0
City	Local dues only	\$ 357,105	1
Charity/Donations	Services to the elderly donations and contributed services	\$ 11,033,871	16
Fundraisers		\$ 708,302	1
Other (please list)		\$ 94,386	0
2014 Total Revenue		\$ 67,769,380	

Please identify the Jackson County source(s) your agency received funding from in 2014

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT			\$ -	
Mental Health Levy			\$ -	
Board of Services for Developmentally Disabled			\$ -	
Domestic Violence Board			\$ -	
Housing Resources Commission			\$ -	
Outside Agency Program			\$ 70,079	#1 - MARC Local Appropriations
Outside Agency Program			\$ 25,947	#2 - Older Americans Act Match
Outside Agency Program			\$ 91,858	#3 - Supplemental Aging Services
Outside Agency Program			\$ 7,382	#4 - Government Innovations Forum
Outside Agency Program			\$ 5,196	#5 - Government Training Institute
Outside Agency Program			\$ 6,430	#6 - HazMat Emergency Response
Outside Agency Program			\$ 195,000	Pass-thru to Outside Agencies
2014 Total Jackson County Funding			\$ 401,892	

**Did your agency receive funding or resources in 2014 from either of the following?
If so, in what way did you participate? If not, why?**

Mid America Regional Council	\$ -
MAAC Link	\$ -
Harvesters	\$ -

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JACKSON COUNTY
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KANSAS (Section) MISSOURI

Section C

2015 Jackson County Program Budget Request

complete a separate program budget for each program your agency is applying for funding

Agency Name: Mid-America Regional Council

Program Name: #3 - Supplemental Aging Services

Program Request # of

Personal Services			
attach job description or duties for NEW salary requests only			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson Co.
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Fringe Benefits			\$ -
Total Personal Services			\$ -
Contractual Services			
Various contractors providing meals to senior citizens in their homes			\$ 91,858
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 91,858
Supplies			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ -

Total Jackson County Program Budget Request \$ 91,858

Section D
2015 Program Information

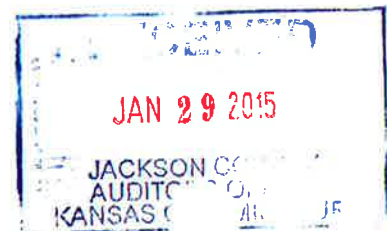
Complete a separate program information sheet for each program your agency is applying for funding

Agency Name: Mid-America Regional Council

Program Name: #3 - Supplemental Aging Services

Program Request # 3 **of** 6

Proposed Program Cost	
What is the total cost to run your program regardless of the Jackson County funding you are requesting?	
Total Program Cost	\$ 91,858
Proposed Program	
Detail functions to be performed - limit your response to the space provided	
<p>The Jackson County supplemental funds will be directed to support the home-delivered meals service. The functions related to this service include intake and assessment of the client, preparation of the meal by the caterer, delivery of bulk food items by the caterer to the senior center; packaging of individual meals at the senior center, and delivery of the meal to the home of the client. Meals are delivered Monday through Friday. Meals are provided to eligible residents of the county over the age of 60 and older and/or disabled adults between the ages of 18 and 59, inclusive. The rapid expansion of the 60plus population, referenced as the "aging of the baby boomers", has increased the demand for home-delivered meals services. The available state and federal funds has not increased in response to the actual and projected population expansion.</p>	



Section D 2015 Program Information

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

Agency Name: Mid-America Regional Council

Program Name: #3 - Supplemental Aging Services

Program Request # 3 **of** 6

Participants	
Identify the number of participants that each program serves	
# served with this program	1,820
Of the # served with this program, how many are from:	
Jackson County	1,389
Clay, Platte, Cass, MO	362
Other Counties	69
Target Population	
Describe target population and demographics to be served by each program	
<p>The target population is older adults [aged 60 and above] confined to their homes due to physical and/or mental incapacity and lacking resources to provide or prepare nutritious meals for themselves. Recent data estimates the age 60 and over population of the County in excess of 100,000. National research estimates that 15 to 20 percent of the senior population is in need of community support and assistance as a factor in their long-term care.</p> <p>The program also provides services to disabled adults, aged 18 to 59, who meet the same criteria. Current population data estimates there are 58,000 disabled persons residing in the County. We do not have sufficient research information to make the same types of projections and inferences for the disabled population.</p>	
<p>Estimate of your cost per participant: \$</p> <p>What criteria do you have for the participants you serve? Federal regulations require that priority be given to those in the greatest social and economic need, which has been further defined as low-income, ethnic minorities, those with limited English speaking ability, the disabled, and the rural isolated elderly.</p> <p>Do you keep a list of participants for each program?</p> <p>Would you provide these services to anyone at your door? No No. Recipients of home delivered meals must meet an eligibility requirement set by the Older Americans Act.</p> <p>Is anyone denied services? Only if they do not meet the eligibility requirements or we do not have the capacity in terms of funds or capacity to meet their needs.</p> <p>Please classify your program from the following types by % of your agency's overall services:</p> <p>Seniors Program:</p>	

Yes

JAN 29 2015

JACKSON COUNTY
AUDITOR OF PUBLIC ACCOUNTS
KANSAS

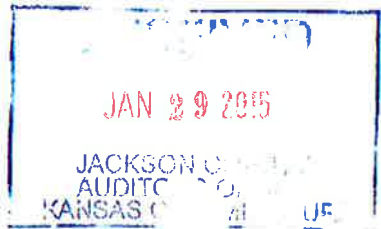
Section D
2015 Program Information
Complete a separate program information sheet for each program your agency is applying for funding

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Program Name: #3 - Supplemental Aging Services

Program Request # 3 **of** 6

Indigent Program (Below Poverty Level):	74%
Indigent Senior Program:	74%



Section D
2015 Program Information

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

Agency Name: Mid-America Regional Council

Program Name: #3 - Supplemental Aging Services

Program Request # 3 **of** 6

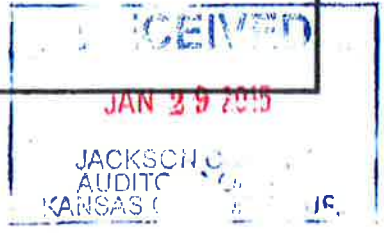
Service Delivery Area
Identify your specific geographic service delivery area for each program

Home-delivered meals come from the senior centers. We are currently operating through several centers located in Kansas City in Jackson County: St. Therese and Christ the King Parishes, Guadalupe Center, Inc., Don Bosco Community Center, and Mohart Multi-Purpose Center. MARC also funds senior center programs and operations in the cities of Blue Springs, Buckner, Grandview, Independence and Oak Grove. MARC also supports "Meals on Wheels" programs operated by Community Assistance Council and Shepherd's Center of Kansas City-Central.

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

The funds received from the County will only be used to fund the home-delivered meals activities at the above identified locations. The individuals must reside in the geographic area served by the specific center or program.

Persons requesting service are assigned to the center from which their meal will be delivered. Our reporting system identifies the exact location to which every meal is delivered.



Section D
2015 Program Information
Complete a separate program information sheet for each program your agency is applying for funding

Agency Name: Mid-America Regional Council

Program Name: #3 - Supplemental Aging Services

Program Request # 3 **of** 6

Approach & Method
List the top three (3) objectives for each program
1. To establish and maintain the health status of the client.
2. To provide community supports enabling the client to remain in the community and prevent inappropriate institutionalization due to lack of nutrition.
3. To connect the isolated elderly person to the community through the daily contact with the meal deliverer and the senior center.
Detail specific methods you will use to achieve these objectives
1. Each meal served must meet one-third of the RDA's [recommended daily allotments] for adults as defined by National Institute of Health.

JAN 29 2015
JACKSON COUNTY
AUDITOR
KANGAS

Section D 2015 Program Information

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Program Name: #3 - Supplemental Aging Services

Program Request # 3 **of** 6

Evaluation

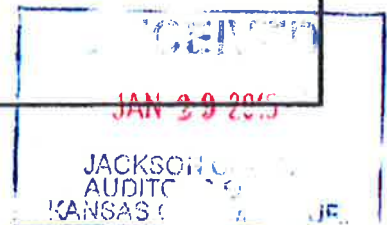
How can the success of each program be evaluated? Indicate performance measures or statistics you will use to demonstrate the success of each program

The Missouri Department of Health and Senior Services, Division of Senior and Disability Services, annually monitors the activities of the Department of Aging Services for compliance with federal and state regulations. MARC staff monitors local contractors and vendors for compliance with program standards and service delivery within 90 percent of planned service goals. The activities of the Department of Aging Services are included in the annual audit of MARC.

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)

The Jackson County funds are reflected in the MARC's annual audited financial statements. Various promotional materials reference contributions from the member governments. Future versions will more directly identify the sources and dollar amounts of local governmental funds.



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 575.040, RSMo.)

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

Dorothy Pope
Printed Name
3-17-2015
Date

Subscribed and sworn before me this 17 day of MARCH, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 7.28.2017.

[Signature]
Signature of Notary

3-17-2015
Date
NANCY WEITZEL BERRY
Notary Public, Notary Seal
State of Missouri
Jackson County
Commission # 13414121
My Commission Expires July 28, 2017