

AGREEMENT

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 services to the aging and needy as provided by MARC and other agencies, under subcontracts with MARC; and

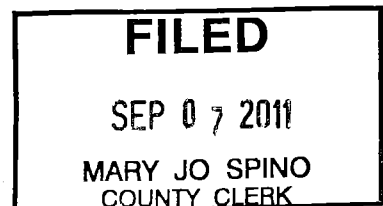
WHEREAS, this Agreement is entered into pursuant to the provisions of Chapter 70, RSMo, dealing with cooperative agreements; therefore,

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 the Agreement, the County shall provide to MARC the lump sum of \$20,000.00 which shall be used for these services and programs.

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 purposes set forth in this Agreement. Said annual report shall be submitted no later than December 31, 2011. Failure to submit this annual report shall disqualify MARC from future funding by the County for this program.

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'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. Thereafter, if said default by MARC shall continue and not be corrected within ten days of the notice of default, the County may, at its election, terminate the Agreement and take such action in law or equity to recover all funds given to MARC under this Agreement, but not used for the purposes set forth in the Agreement, as the County deems appropriate.

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 Agreement. MARC shall insure that its subcontractor has made this same warranty.

8. **Term.** This Agreement shall be effective as of January 1, 2011, and terminate on December 31, 2011. 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 7th day of September, 2011.

APPROVED AS TO FORM:

W. Stephen Nixon
W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST:

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

MID-AMERICA REGIONAL COUNCIL

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

September 2, 2011
Date

Director of Finance and Purchasing
Director of Finance and Purchasing

Account No. 002-7902-56789
3012011004



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EXHIBIT
A

OUTSIDE AGENCY FUNDING REQUEST FORM 2011 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: 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

Executive Director:

Pamela Seymour

Name and Title of Principal Contact Person:

Pamela Seymour, Executive Director

Phone No: 816-753-7039

Email Address: pseymour@westportcooperative.org

Submittal of this request has been authorized by: Westport Cooperative Services, Inc. Board of Director

Date:

9-Sep-10

Section B: Agency's 2010 and 2011 Revenue Information

Agency's 2011 Projected Revenue Information

Funding Entity	Agency's 2011 Total Projected Revenue Source You Will Request 2011 Funding From	Projected Amount	% of Total Revenue
Federal	Corporation for National and Community Service	\$ 289,790	54
State		\$ -	0
Jackson County	Outside Agency Program	\$ 20,000	4
Other Counties	MARC Home Delivered Meals	\$ 6,000	1
City	In-Kind transportation, Share-a-fare, KCTA	\$ 30,265	6
Charity/Donations	Religious orgs., Foundations, Individuals, Corporat	\$ 73,089	16
Fundraisers		\$ 16,100	3
Other		\$ 34,175	7
2011 Total Projected Revenue		\$ 469,419	

Agency's 2010 Revenue Information

Funding Entity	Agency's 2010 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	Corporation for National Service	\$ 289,790	60
State		\$ -	0
Jackson County	Outside Agency Program	\$ 21,494	4
Other Counties	MARC Home Delivered Meals	\$ 6,000	1
City	In-Kind Transportation, Share a Fare, KCATA	\$ 33,628	7
Charity/Donations	Religious orgs., Foundations, Individuals, Corporat	\$ 81,210	17
Fundraisers		\$ 14,000	3
Other (please list)		\$ 37,972	8
2010 Total Revenue		\$ 484,094	

If your agency received funding from Jackson County in 2010, 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"/>	\$ 21,494	
2010 Total Jackson County Funding			\$ 21,494	

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Did your agency receive funding or resources in 2010 from either of the following?

Mid America Regional Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 6,000
Harvesters	<input type="checkbox"/>	<input type="checkbox"/>	\$ -

Section C: 2011 Program Budget

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

Agency Name: Westport Cooperative Services

Program Name: Senior Companion Program

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

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Total Program Request \$ 20,000

Section D: 2011 Program Information

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

Agency Name: Westport Cooperative Services

Program Name: Senior Companion Program

Proposed Program

Detail functions to be performed by each program.

Senior Companions(SCs) are persons 55 years of age and older who provide companionship and a variety of social services to elders who live alone as well as respite and support for elders' 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 services provided. A written care plan is developed for each client/companion placement. SCs are expected to serve at least 20 hours per week. To accomplish their work they receive 1)a \$2.65 hourly stipend; 2)\$1.50 daily meal allowance; 3)reimbursement of transportation expense to and from the client's home; 4) 40 hours of pre-placement training, 5) 4 hour monthly inservice training, 6) annual physical exam and recognition. Each Senior Companion also receives professional supervision and support.A1

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Section D: 2011 Program Information

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

Agency Name: Westport Cooperative Services

Program Name: Senior Companion Program

Participants

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

Jackson, MO		195
Clay, Platte, Cass, MO	SEP 17 2010	5
Wyandotte, Johnson, KS		
Other Missouri		

Target Population

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

Senior Companions serve 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. 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.

No. Referrals are provided for ineligible persons

Yes. Senior Companions and potential clients who do not meet income, age and ability standards.
200% of 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 restriction, but must be homebound or unable to perform all daily living tasks.

Section D: 2011 Program Information

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

Agency Name: Westport Cooperative Services

Program Name: Senior Companion Program

Service Delivery Area

Identify your specific geographic service delivery area for each program.

82 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.

Jackson County funds are put in a separate Senior Companion bank account which is separate from other agency accounts. Senior Companions receive their monthly stipend and expense reimbursement at a monthly inservice meeting. They are paid by check drawn on the Senior Companion bank account. Monthly and quarterly financial reports, including a balance sheet and income/expense statements compared to the program budget are provided to the 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 offices of Westport Cooperative Services and is available for examination by authorized persons.

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Section D: 2011 Program Information

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

Agency Name: Westport Cooperative Services

Program Name: Senior Companion Program

Approach & Method

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

1. Recruit, train, place and supervise 60 to 80 Senior Companions with 1-3 clients annually who will produce a total of 60,000 hours of in-home service.

2. Provide Senior Companion services to at least 240 homebound elderly person in Jackson County during 2011.

3. Execute "Letters of Agreement" 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.

Westport Cooperative Services will provide the Senior Companions with an hourly stipend of \$2.65 to provide 20 or more hours of weekly service plus other benefits and professional supervision/support to enable them to serve homebound, frail elderly persons. We will execute written agreements with 8 other agencies that serve homebound elders to obtain their assistance with training, supervision and placement.

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Section D: 2011 Program Information

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

Agency Name: Westport Cooperative Services

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.

WCS maintains detailed records of 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. The evaluation is available upon request to all interested persons.

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 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 refer clients for the program. Acknowledgement of all funders, including Jackson County, is made at all programs and presentations. Jackson County officials are invited to, and have participated in the annual Senior Companion Recognition luncheon and other events.

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