#### **COOPERATIVE AGREEMENT**

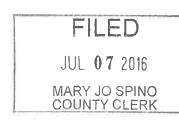
THIS AGREEMENT, made by and between JACKSON COUNTY, MISSOURI, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, MID-AMERICA REGIONAL COUNCIL, 600 BROADWAY, SUITE 200, KANSAS CITY, MO 64105, hereinafter referred to as "MARC".

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

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

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

1. <u>Services</u>. MARC shall provide services, including emergency assistance to low-income families of Jackson County, and is expressly authorized to enter into a subcontract with the Shepherd's Center of Kansas City Central, to provide these services, as are more fully set out in the document attached hereto, as Exhibit A, upon such terms and conditions as MARC shall deem appropriate, provided that said subcontractor shall provide that the County's funds shall be used by the Shepherd's Center solely to provide services to low-income families of Jackson County. Shepherd's Center signature on this Agreement indicates its acceptance of the provisions contained herein.



The budget Shepherd's Center submitted as part of Exhibit A is considered final and non-changeable. If Shepherd's Center encounters unforeseen circumstances that require a change to its budget, Shepherd's Center shall submit a written request to the Jackson County Legislative Auditor's Office no later than October 28, 2016. Any changes to the budget must be approved by the Jackson County Legislature.

- 2. <u>Terms Of Payment</u>. Upon the execution of this Agreement, the County shall pay to MARC the lump sum of \$20,000.00 for low-income families. 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 MARC 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. Reports/Other Documentation. Within 30 days after the conclusion of each calendar quarter under this Agreement, MARC's subcontracting agency, Shepherd's Center, shall submit a quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The report for the first quarter shall be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize all of Shepherd's Center's activities pursuant to this Agreement. Shepherd's Center's failure to submit this annual report shall disqualify Shepherd's Center from future funding by the County.

MARC and Shepherd's Center must notify the County in writing on the 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 Shepherd's Center 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) Shepherd's Center 's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Shepherd's Center '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 Shepherd's Center has previously received funding from the County, to be eligible for future payments, Shepherd's Center must submit either an audited financial statement for Shepherd's Center's most-recent fiscal or calendar year, or a certified public accountant's program audit of the County's funds. 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 Shepherd's Center is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Shepherd's Center and assessed by the County.

- 5. <u>Equal Opportunity</u>. MARC and Shepherd's Center shall maintain policies of employment as follows:
  - A. MARC and Shepherd's Center shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. MARC and Shepherd's Center shall take affirmative action as set forth to ensure that applicants for employment 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. MARC and Shepherd's Center agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
  - B. MARC and Shepherd's Center 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. <u>Employment Of Unauthorized Aliens Prohibited</u>. Pursuant to §285.530.1, RSMo, MARC and Shepherd's Center assures that they do 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, their enrollment and participation in a federal work

authorization program with respect to the employees working in connection with the contracted services. Further, MARC shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it and Shepherd's Center do 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 MARC and Shepherd's Center pertaining to their finances and operations as they relate to the use of County funds. Further, MARC and Shepherd's Center agree 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. <u>Default</u>. If MARC or Shepherd's Center default in the performance or observation of any covenant, term or condition herein contained to be performed by MARC or Shepherd's Center, the County shall give MARC and Shepherd's Center ten days' written notice, setting forth the default. If said default shall continue and not be corrected by MARC and/or Shepherd's Center 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 MARC. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.
- 9. <u>Appropriation Of Funds</u>. MARC, Shepherd's Center, and the County recognize that the County intends to satisfy its financial obligation to MARC 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 MARC and Shepherd's Center 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. <u>Conflict Of Interest</u>. MARC and Shepherd's Center warrant 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. <u>Severability</u>. 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. <u>Indemnification</u>. MARC and Shepherd's Center 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 MARC or Shepherd's Center during the performance of this Agreement.
- 13. <u>Insurance</u>. MARC and Shepherd's Center shall maintain the following insurance coverage during the term of this Agreement.
- A. MARC and Shepherd's Center 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. MARC and Shepherd's Center shall, if any motor vehicles are used in the performance of the Services, maintain 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. MARC and Shepherd's Center agree 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. <u>Term.</u> The term of this Agreement shall commence January 1, 2016, and shall continue until December 31, 2016, 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 MARC and Shepherd's Center as verified by the County's audit.
- 15. <u>Termination</u>. 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, MARC, or Shepherd's Center 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 MARC and Shepherd's Center to the County within ten (10) days of the termination of this Agreement.
- 16. <u>Standard Of Care</u>. MARC and Shepherd's Center 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. <u>Financial Contact</u>. Shepherd's Center **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 Shepherd's Center of Kansas City Central

Pamela Seymour 5200 Oak Kansas City, MO 64112

(816) 444-1121

- 18. <u>Compliance</u>. 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. MARC and Shepherd's Center 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. MARC and Shepherd's Center agree to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and MARC's and Shepherd's Center 's failure to do so constitute a breach of this Agreement. In such event, MARC and Shepherd's Center consent and agree as follows:
- A. The County may, without prior notice to MARC or Shepherd's Center, immediately terminate this Agreement; and
  - B. The County shall be entitled to collect from MARC all payments made by

the County to MARC for which MARC or Shepherd's Center have 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.

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- 20. <u>Transfer And Assignment</u>. MARC and Shepherd's Center 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 MARC or Shepherd's Center are merged or purchased by another entity, the County reserves the right to terminate this Agreement.

  MARC and Shepherd's Center shall immediately notify the county in the event it is merged or purchases by any other entity.
- 22. <u>Confidentiality</u>. MARC's and Shepherd's Center '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. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and MARC have executed this Agreement APPROVED AS TO FORM: JACKSON COUNTY, MISSOURI W. Stephen Nixon Frank White, Jr. County Counselor **County Executive** ATTEST: MID-AMERICA REGIONAL COUNCIL Mary Jo Spino Clerk of the Legislature Title Executive Director Federal Tax I.D. 43-0976432 SHEPHERD'S CENTER OF KANSAS CITY CENTRAL By Panula Scymour Title Executive Director

## 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.

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

June 30, 20/6

EXHIBIT A RES. 19046



# 2016 OUTSIDE AGENCY FUNDING REQUEST

SEP 0 9 2015

JACKSON COUNTY AUDITORS OFFICE KANSAS CITY, MISSOURI

**New Agency Request** 

**Previously Funded** 

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

r				-
Name:				
Shepherd's Cer	nter of Kansas Ci	ty Central		
Address:	City	·:	State:	Zip Code:
5200 Oak	Kansa	s City	MO	64112
Phone No:		Website:		
(816) 444-1121		sccentral.org		
Federal Tax ID No:		Fiscal Year:		
43-0994417		1/	1/16 <sub>to</sub>	12/31/16
Executive Director/	President:	Phone No.	Email:	
Pamela Se	ymour	(816) 444-11	21 pseym	our@sccentral.org
Principal Contact:		Phone No.	Email:	
Pamela Sey	ymour	(816) 444-11	21 pseym	our@sccentral.org
Section B and Sect	ion C must be filled	s for your 2016 Outsi I out for each prograr	de Agency P n you are re	roposal. questing funding for.
Section A:	Agency Revenue			
Section B:	Program Budget Request			
Section C:	Program Informati	ion		
Total # of Programs Requesting Funding		ng For:	1	
Total Amount Requested:			\$ 2	0,000



Federal

**Funding Entity** 

Clay County

Other:

# Section A Agency Revenue Information

**Source Description** 

SEP 0 9 2015

JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY MISSOURI

\$ 383,132 -

\$ 29,000

			¥, · <del>*</del> -	1 2351.02	
State			-	-	
Jackson County	Outside Agency Program, Mld America Region	al Council	\$ 52,500 _	\$ 42,500 <u> </u>	
City of Kansas City			-	-	
Charity/Donations			\$ 97,600	\$ 97,600 <u> </u>	
Fundraisers			-	_	
Other	Fndtn., Corps., Program Income, Other		\$ 493,968	\$ 443,968	
			\$ 1,027,200 _	\$ 967,200 -	
Diagon shock if your ea					
-	ency has cash reserves ance? \$ 115,000	V			
What is the current bal	ance? \$ 113,000				
Please check all Jacks	on County sources your agency	received fu	nding from in 201	5:	
	evelopmentally Disabled				
COMBAT	•				
Domestic Violence Boa	rd				
Housing Resources Co	mmission				
Mental Health Levy					
Outside Agency		$\overline{\checkmark}$			
•		S			
Discount	• • •				
Please check any of the	e following your agency received	_		2015:	
	Goods	Services	Cash	Amount	
Harvesters	님	H			~
Mid America Regional C	Council $\square$			\$ 22,500	-
MAAC Link				-	
United Way	님		<b>✓</b>	\$ 11,000	-
Other: Clay Count	v		L.Y.	<b>+</b> ,000	



1	RECEIVED
	JAN 0 4 2016
	JACKSON COUNTY
Progra	WANGAS CITY MISSOURI

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Agency Name:	Program:	New Program	Request (
Shepherd's Center of Kansas City Central	Senior Companion Program		
		Previously Fu	nded 📵
	Salaries		0
attach job	description or duties for NEW Program re	eauests only	
		,,,,,,	Check Box if
Pos	ition / Title	Amount	100% Funded by Jackson County
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	Frings Ponefits		
	Fringe Benefits	<b>\$</b> 0	1
	Total Salaries & Fringe Benefits	<b>4</b> 0	
	Company of the London		
	Contractual Services & Supplies	S 	
			Check Box if
De	scription	Amount	100% Funded by Jackson County
	nds, meals and transportation	\$ 20,000	
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		<b># 00</b> 000	
	Total Contractual Services & Supplies	\$ 20,000	
Tot	al 2016 Program Budget Request	\$ 20,000	
		\$ 20,000 \$ 320,000	

Estimate of Cost Per Particpant

\$ 5,000





## **Agency Name:**

Shepherd's Center of Kansas City Central

#### Program:

Senior Companion Program

## **Proposed Program**

Detail functions to be performed.

- 1. Recruit and train low-income individiuals, 55 years of age and older, to provide in-home assistance to homebound older adults and disabled persons. Companions receive a stipend and a meal and transportation allowance for their service.
- 2. Companions provide in-home assistance to homebound elders and respite services to caregivers who are family members. Services include simple meal preparation, grooming assistance, social interaction, medication reminders, exercise support and accompaniment to medical appointments.
- 3. Program staff and partner agencies provide regular supervision and inservice training for active Senior Companions.

Why is this a priority for your agency?

The mission of Shepherd's Center of Kansas City Central is "to empower mid-life and older adults to live healthy, engaged and independent lives." The Senior Companion Program, established in Kansas City in 1981, is the agency's largest program. Consistent with the agency's mission, the program helps homebound seniors maintain independence at home for as long as possible, and also enables low-income, able-bodied seniors to earn extra income and maintain their involvement in the community by providing an important service to others. Two major groups of older adults in Jackson County are beneficiaries of the program.

Check if this program is sustainable without Jackson County's funding.



# **Target Population**

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

Senior Companions are individuals 55+ years of age (average age 71) who serve homebound elderly persons in Jackson County at risk of being unnecessarily institutionalized due to isolation and physical limitations. Family caregivers are also served through the respite service provided.

What criteria do you have for the participants you serve?

Senior Companions must be 55+ years of age with incomes at or below 200% of poverty. Service recipients must be residents of Jackson County in need of in-home companionship and assistance to remain independent at home.

# **Service Delivery Area**

18



Identify your specific service delivery area by zip code or geographical boundary. Zip Code Geographical Boundary Jackson County and Clay County, Missouri Check if this is a Countywide Program 1st District 1st At-Large If not, What is the Jackson County Legislative District? Check if you keep a list of participants for this program Please classify your program from the following types of services: Community Improvement/Outreach Food/Emergency Services Health/Wellness **Indigent Population Senior Services** Youth Services Other:  $\overline{\mathbf{A}}$ Check if your services are available to anyone.

# **Outcomes**



List up to 5 outcomes related to this program.	Please check if the outcome is measurable.	
<ol> <li>Agency will publicize the service and the opportunity to become a Senior Companion throughout Jackson County.</li> </ol>	$\checkmark$	
<ol> <li>Agency will recruit, train and supervise Senior Companions who provide in-home companionship and service to homebound elders in Jackson Count</li> </ol>	<b>√</b>	
The Senior Companion Program will respond to service requests, assess client needs, assign a Companion for service and provide supervision and regular inservice training for each Companion		
4. The Program will execute a Memorandum of Understanding with at least 8 Jackson County agencies serving homebound elders.	$\checkmark$	
The Program will work in partnership with its "stations" to train, place and 5. supervise Companions who are providing service.	<b>✓</b>	
0		
Your application will not be considered complete without answ the requirements listed below to complete the funding request	ering all questions. All applicants must fulfill process.	
Please check the box acknowledging you understand your org	anization's responsibility to the following.	
Reviewed the Non-Allowable Expenses Reviewed Executive Order 04-18 to deem your agapproved.		
Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies.		
Your organization will submit the following with the Outside Age	um of \$1 million per occurance or \$2 million anding	
Signature: Pamela Seymour  Date Submitted: 09/03/2015		
SAVE		

#### 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 **Shepherd's Center of Kansas City Central**, 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, **Shepherd's Center of Kansas City Central**, 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.)

Pamile Sey worn	Pamela Seymour
Authorized Representative's Signature	Printed Name
Executive Director	June 29, 2016
Title	Date
Subscribed and sworn before me this 2 commissioned as a notary public within my commission.	n the County of Jackson, State of
Mould D. Johnson	6-29-16
Signature of Notary	Date
MARK D. INHISON	12



Commission #15399198

#### WORK AUTHORIZATION AFFIDAVIT

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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.) Authorized Representative's Signature Director of Financial Attains Date Subscribed and sworn before me this 9 day of FEBRUARY, , 2016. I am commissioned as a notary public within the County of JACKSON , State of MISSON , and my commission expires on July 28, 2017 NANCY WEITZEL BURRY
Notary Public, Notary Seal
State of Missouri Date Jackson County Commission # 13414121 My Commission Expires July 28, 2017

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