

**COOPERATIVE AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF
BOONE COUNTY FAMILY RESOURCES
AND THE CITY OF COLUMBIA FOR THE
CAREER AWARENESS RELATED EXPERIENCE (CARE) PROGRAM**

THIS AGREEMENT is made and entered into on the date of the last signatory noted below ("Effective Date"), by and between the Board of Directors of Boone County Family Resources (hereinafter referred to as "BCFR") and the City of Columbia (hereinafter referred to as "City").

I. BACKGROUND AND PURPOSE OF AGREEMENT

- A. Boone County Family Resources, 1209 East Walnut, Columbia, Missouri 65201, is a statutory organization existing under the provisions of sections 205.968 to 205.972 RSMO, and is authorized to contract under section 205.968.1 RSMO, for any and all types of services necessary to the successful and efficient prosecution and continuation of the business and purposes for which it is created as a part of a program designed to enable eligible persons to progress toward normal living and to develop, as far as possible, their capacity, performance and relationship with other persons.
- B. The City of Columbia, on behalf of its Department of Parks & Recreation, 1 South Seventh Street, Columbia, Missouri 65201, is a municipal government authorized to provide services for eligible residents.
- C. City, through its Parks & Recreation Department's Career Awareness Related Experience Program (CARE), provides employment placement and mentoring services for students, ages 16 – 19 years, who are at risk of unemployment or underemployment post graduation. BCFR has clients who are likely to benefit from the employment placement and mentoring services offered by the City through its CARE program. City has agreed to broaden its program to accommodate up to ten (10) students with developmental disabilities who are clients of BCFR with funding provided by BCFR as set forth in this Agreement.

II. BCFR's Responsibilities

- A. BCFR agrees to identify clients who may be potential CARE participants and refer them to City's CARE Supervisor for consideration.
- B. Clients referred shall:
 - i. Be able to communicate in an understandable way work-related questions, their unavailability to work, and requests for assistance;
 - ii. Be at-risk of unemployment or underemployment because of a developmental disability;
 - iii. Be at least 16 years old and not over 19 years old unless a BCFR Support Coordinator has a special circumstance request approved by the BCFR Director's Team for either:
 - 1. an extension of services beyond a current client's 20th

- birthday for someone who needs longer term support; or
- 2. a new client, who is over 19 and has no other options, to enter the program.
- C. BCFR staff will obtain a signed Authorization to Disclose Client Information form from clients or parent(s)/guardian(s) of BCFR clients referred to City so information relevant to work placement and level of employment support can be shared with City staff and potential employers.
- D. BCFR Support Coordinators will be available to discuss/share information related to participant's progress with City's CARE Job Coach.
- E. BCFR will reimburse City for costs associated with the services provided as set forth below.
- F. BCFR staff will deliver/mail reimbursement checks to City's CARE office.

III. City Responsibilities

- A. City will accept for participation in the program approximately ten (10) persons referred by BCFR at any given time. Applicants being considered for service through this cooperative agreement must have first been formally referred by the BCFR Support Coordinator. City's CARE staff will review applicant's information, conduct interviews with those referred, and notify the BCFR Support Coordinator in writing of acceptance/denial.
- B. City's CARE staff will provide/process employment applications, provide/assist trainees with state/federal/I-9 tax related forms, conduct criminal background/employment history checks (background checks conducted on those students 17 and older), submit application packets to City of Columbia Human Resources Department for hire, provide City's CARE employment orientations, place youth in community-based jobs outside the context of the school day, and provide mentoring services.
- C. City's CARE Job Coach will meet with participants a minimum of once per week to enhance participant/trainee's opportunity for success.
- D. City's CARE Job Coach will deliver via encrypted electronic mail, fax, mail or hand delivery to BCFR support workers a bi-weekly progress report for each participant that will include participant's work attendance and notes documenting direct observation by the job coach, including date, time, and progress toward specific goals.
- E. City will dispense participant payroll checks at the City's CARE office and keep accurate records (signature required at pick-up).
- F. City will invoice BCFR on a monthly basis for services provided. City will invoice BCFR for the Administrative Assistant and Job Coach based on the number of weeks of service provided each month during the term of this Agreement up to the maximum number of weeks and hourly rates as set forth below. City shall invoice BCFR for the cost of trainees based on the number of trainees and hours worked per week up to the maximum hourly rate of pay and maximum hours of work per week. The total figures stated below are not to exceed amounts based on the participation of ten students

for the maximum number of hours as set forth below.

- G. City will invoice BCFR at the end of each month for services provided the previous month, beginning with services provided July 2018 through and including June 2019. BCFR shall remit payment within twenty (20) days of receipt of invoice that contains the required information.

IV. Funding

Description of Costs Associated with the Services

Position title/#	Hours	Pay Rate	Total (Maximum Amounts)
Administrative Assistant 1 position	Full Time	Salary partially funded	\$11,880.00
Job Coach 1 position	Average 22 hours per week	\$9.25 per hour	\$10,582.00
City/CARE Trainees Approximately 10 positions at any given time	5-20 hours per week	*\$7.85 per hour x 3000 hours	*\$23, 550.00
Social Security, Insurance, Misc	7.65% x \$23,550 /10	\$180 x 10	\$1,801.60
Total			\$47,813.00

*NOTE: FY18/19 per hour adjustment from \$7.70 to 7.85 for increase in minimum wage.

V. Administration

- A. City shall retain all administrative responsibilities with respect to the program and related services and activities.
- B. BCFR shall fund costs as set forth above for the period July 1, 2018 through June 30, 2019, at which time the program shall be reevaluated.
- C. City agrees to pay any staffing and/or program cost in excess of the amount BCFR has agreed to pay pursuant to this Agreement.

VI. Assessment

The Parties shall conduct an assessment of the program at the end of the term of this Agreement to evaluate the benefit of the program to participants. Measures of the benefit of the program shall include, but not be limited to, the following:

- i. Participant/family satisfaction as measured by participant input and feedback;
- ii. The number of participants;
- iii. The number and type of placements with employers; and
- iv. Employer feedback.

VII. Confidentiality

BCFR is a covered entity as defined by the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), Public Law 104-191, and HIPAA regulations set forth at 45 CFR 142 and 160-164 law. As a covered entity, BCFR may only disclose information regarding the participant's eligibility and receipt of services from the BCFR if the participant executes an Authorization for the release of such information. If clients/participants elect not to execute an Authorization for the disclosure of such information, BCFR will not identify clients of BCFR to the City. The Parties understand that this may limit the identification of clients of the Agency who receive services through this program.

VIII. Termination

This Agreement shall be effective on the Effective Date and shall continue in effect until June 30, 2019 unless sooner terminated by either Party to this Agreement for any reason by giving written notice to the other Party at least thirty (30) days prior to date of termination.

IX. Assignment and Amendment

This Agreement shall not be assignable or otherwise transferable except upon mutual written consent of the parties, and shall not be modified or otherwise amended except upon written instrument executed with the same formality as this Agreement.

X. Authority of Signatories

The persons who sign this agreement on behalf of their respective entities affirmatively represent that they are authorized to enter into this Agreement by the respective entity, which they represent, and to bind such entity to all terms and conditions contained herein, and that they have obtained all necessary authority required to lawfully enter into this Agreement.

XI. Governing Law and Venue.

This Agreement shall be governed, interpreted, and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this contract document, shall be in Boone County, Missouri, or the United States Western District of Missouri. The Parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri. The Parties agree to waive any defense of forum non conveniens.

XII. General Laws.

Parties shall comply with all federal, state, and local laws, rules, regulations, and ordinances.

XIII. No Waiver of Immunities.

In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitutions or laws.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have executed this agreement by their authorized signatories on the day and year last written below.

City of Columbia, Missouri

By: _____
Mike Matthes, City Manager

Date: _____

ATTEST:

Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor *rw*

**Board of Directors of Boone County
Family Resources**

By: Ray Kaufman
Executive Director

Date: 5-24-18