

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, **BLACK HEALTH CARE COALITION, 6675 HOLMES, #650, KANSAS CITY, MO 64131**, hereinafter referred to as "Organization".

WHEREAS, the County recognizes the difficulty of accessing health care for indigent persons of the urban core of the Kansas City area and the increased risk of cardiovascular disease among this population; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support outreach and educational programs to fight cardiovascular disease among this at-risk population;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Organization respectively promise, covenant and agree with each other as follows:

1. Services. The Coalition agrees to provide the Healthy Generations project to provide health screenings and programs to preventive and reduce the incidence of cardiovascular disease, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. 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

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MAR 31 2015
MARY JO SPINO
COUNTY CLERK

- 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 Organization 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) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization'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 Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization's most-recent fiscal or calendar year by March 31 of the following year, or a certified public accountant's program audit of the County's funds by January 31 of the following year. 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 Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

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 parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Organization pertaining to its finances and operations. Further, Organization agrees 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. **Default.** If Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization 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 Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

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 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. **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) 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 Organization during the performance of this Agreement.

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 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 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 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
Q. Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Black Health Care Coalition
Melissa Robinson
6675 Holmes
Kansas City, MO 64131
(816) 444-9600 X102

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 agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

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

B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization has 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.

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:



W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By 


Michael D. Sanders
County Executive

ATTEST:



Mary Jo Spino
Clerk of the Legislature

BLACK HEALTH CARE COALITION

By 


Title President
Federal Tax I.D. 43-1515095

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 \$50,000.00, which is hereby authorized.

3/26/15

Date



Director of Finance and Purchasing
Account No. 002-5024-56789

PC 50242015001



**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:	Black Health Care Coalition		
Address:	6675 Holmes Suite 650	Zip Code:	64131
Phone No:	816-444-9600	Fax:	816-444-9668
Website Address:	bhckc.org		
Federal Tax ID No:	431515095	Fiscal Year Cycle:	Calendar
Executive Director/President:	Melissa Robinson		
Phone No:	816-444-9600 ext. 102	Email:	mrobinsonbhcc@yahoo.com
Name/Title of Principal Contact Person:	Melissa Robinson		
Phone No:	816-444-9600	Email:	mrobinsonbhcc@yahoo.com

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Section B
Agency's 2014 and 2015 Revenue Information

Agency's 2015 Projected Revenue Information

Funding Entity	Source You Will Request 2015 Funding From	Projected Amount	% of Total Revenue
Federal	Office of Minority Health	\$ 30,000	6
State	Dept. of Health and Human Services	\$ 40,000	8
Jackson County	Outside Agency Funding	\$ 60,000	12
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations	HCF; REACH; Pfizer; HCA;	\$ 295,000	59
Fundraisers	Special Events & Individual Gifts	\$ 75,000	15
Other		\$ -	0
2015 Total Projected Revenue		\$ 500,000	

Agency's 2014 Revenue Information

Funding Entity	Source You Received 2014 Funding From	Amount	% of Total Revenue
Federal	EPA; Dept. of Labor	\$ 78,000	22
State		\$ -	0
Jackson County	Outside Agency Funding	\$ 40,000	11
Other Counties		\$ -	0
City		\$ -	0
Charity/Donations	HCF; REACH; HCA; Pfizer;	\$ 210,000	58
Fundraisers	Special Events & Individual Gifts	\$ 32,000	9
Other (please list)		\$ -	0
2014 Total Revenue		\$ 360,000	

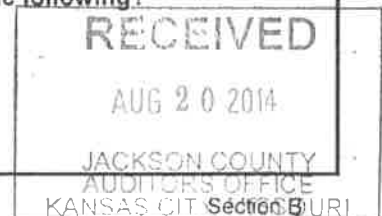
Please identify the Jackson County source(s) your agency received funding from in 2014

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			\$ -	
Domestic Violence Board			\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 40,000	Healthy Generations
2014 Total Jackson County Funding			\$ 40,000	

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	\$ -



Section C
2015 Jackson County Program Budget Request
complete a separate program budget for each program your agency is applying for funding

Agency Name: Black Health Care Coalition

Program Name: Healthy Generations

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.
Registered Nurse	45,000	49%	\$ 22,000
President	65,000	20%	\$ 13,000
Administrative Officer	45000	15%	\$ 6,750
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 41,750
Fringe Benefits			\$ -
Total Personal Services			\$ 41,750
Contractual Services			
Training			\$ 3,500
Supplies			\$ 4,750
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 8,250
Supplies			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ -

Total Jackson County Program Budget Request \$ 50,000

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

Agency Name: Black Health Care Coalition

Program Name: Healthy Generations

Program Request # 1 of 1

Proposed Program Cost	
What is the total cost to run your program regardless of the Jackson County funding you are requesting?	
Total Program Cost	\$ 190,000
Proposed Program	
Detail functions to be performed - limit your response to the space provided	
<p>Healthy Generations is a program designed to provide access to medical care for uninsured Jackson County residents. Services include: Preventive Screenings- medical providers will screen 3,600 clients for breast cancer, blood pressure, glucose, cholesterol, BMI, and cardiovascular disease risk factors (stress, physical activity, unhealthy eating habits, family history, etc.).</p> <p>Individualized Care Plans- A nurse and supervising physician will develop 300 individualized client centered care plans for clients that specify risk factors, agreed upon interventions and tracking and monitoring measurements. The client centered approach ensures each participant fully understands their risk, the options for intervention, and the step by step process to reach success. Enrollment in the program requires buy-in from client. Each client signs a covenant of commitment to their individualized care plan.</p> <p>Case Management- A nurse, with the help of trained volunteers, will assist clients with follow up services, care plan monitoring and ensuring follow through on referrals; with a specific focus on making and keeping medical appointments. Case Management services will vary depending on the client's risk and need for follow up. Intense clients may be managed weekly or bi-weekly while others may be managed monthly. BHCC has found that case management is critical to client's success and the intensity is dependent on unique needs from each client.</p> <p>General social service referrals will be provided to assist clients overcome challenges that will inhibit their focus on building healthier lifestyles (i.e. free exercise classes offered at Swope Health Services and BHCC, United Way 211, Kansas City Medicine Cabinet, transportation services, smoking cessation classes, etc.). BHCC has a growing referral list of more than 200 agencies that have provided social services to the clients we serve. The program model requires staff to follow up with clients to ensure referrals are effective.</p>	

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

Agency Name: Black Health Care Coalition

Program Name: Healthy Generations

Program Request # 1 **of** 1

Participants	
Identify the number of participants that each program serves	
# served with this program	
Of the # served with this program, how many are from:	
Jackson County	
Other Counties	

Target Population
 Describe target population and demographics to be served by each program

The primary demographic is African Americans residing in the urban core of Kansas City, Missouri who are uninsured or underinsured. Following descriptors include: On average, The Black Health Care Coalition screens 360 people monthly; of those screened, nearly 80% have two or more modifiable risk factors for CVD; 68% of women have not had a mammogram. Nearly 70% do not have health insurance and over 50% have not had a preventive health screening in the previous 12 months. 47% of clients screened do not have a primary care physician and self reported utilizing the Emergency Room when health care services are sought. Overall, almost 3% of total clients screened are referred to the closest Emergency Room for treatment due to extreme abnormal health screening results.

Estimate of your cost per participant: \$17

What criteria do you have? None

Do you keep a list of participants? Yes

Would you provide these services to anyone at your door? Yes

Is anyone denied services? No

Please classify your program from the following types by % of your agency's overall services:

Seniors Program: 35%

Indigent Program (Below Poverty Level): 85%

Indigent Senior Program: 25%

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

Agency Name: Black Health Care Coalition

Program Name: Healthy Generations

Program Request # 1 **of** 1

Service Delivery Area Identify your specific geographic service delivery area for each program
Kansas City, Missouri and Kansas City, Kansas
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 locations will be targeted for outreach. Each client will identify their county and address. BHCC staff will appropriate efforts according to funding guidelines. The staff accountant will separate funds and allocate expenses relative to the budget items associated with Jackson County revenue.

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Section D

Section D
2015 Program Information

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

Agency Name: Black Health Care Coalition

Program Name: Healthy Generations

Program Request # 1 **of** 1

Approach & Method

List the top three (3) objectives for each program

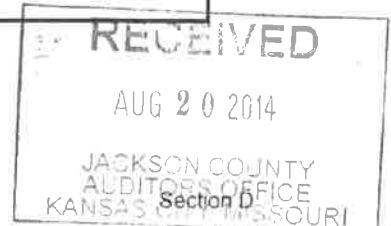
1. 55% of clients will obtain/designate a medical home and/or primary care physician as a result of case management and care coordination.

2. 150 Jackson County female residents will receive a free clinical breast exam and mammogram as a result of screening and care coordination.

3. One BHCC staff will be certified to perform Clinical Breast Exams

Detail specific methods you will use to achieve these objectives

BHCC will screen clients and provide care coordination to achieve these objectives. The organization will work with an already established faith base collaborative to provide place-based services in the community. The collaborative will assist with facilitating screenings at local churches, barber/beauty shops, health fairs, and other community gathering places. BHCC will send a current staff member to become Mammocare certified. BHCC will create and maintain a medical file on clients accessing services.



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

Agency Name: Black Health Care Coalition

Program Name: Healthy Generations

Program Request # 1 **of** 1

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
<p>The Black Health Care Coalition has a partnership with the University of Missouri- Kansas City School of Nursing to evaluate the program.</p> <p>BHCC measures pre/post health screenings; behavior modification and what interventions performed by the Healthy Generations program attributed to the success or lack of success of each client.</p> <p>Each program enrollee will receive a pre health screening to determine their pre health status and risk of acquiring Cardiovascular Disease. After the participant matriculates throughout the program a post evaluation is done to determine their post health status and reevaluate their risk. Indicators include:</p> <ul style="list-style-type: none">• Frequency of doctor's appointment kept• Frequency of completing preventive health screenings (in addition to pre/post screening)• Frequency of attendance at behavior modification interventions (e.g. nutrition classes, stress reduction, smoking cessation, etc.)• Consistent behavior modification• Designation of a medical home• Utilization of participating Safety Net clinics.
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)
<p>BHCC staff will ensure "Provided by Jackson County" is on the universal screener utilized to assess health status. The client receives a copy of the screening form.</p>

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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 **Black Health Care Coalition**, 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, **Black Health Care Coalition**, 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.)

Melissa Robinson
Authorized Representative's Signature
President
Title

Melissa Robinson
Printed Name
3/18/15
Date

Subscribed and sworn before me this 18th day of March, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on April 22, 2017.

[Signature]
Signature of Notary

March 18, 2015
Date

C. OATES
Notary Public - Notary Seal
STATE OF MISSOURI
Jackson County
My Commission Expires April 22, 2017
Commission # 13469297