

COOPERATIVE AGREEMENT
(Chronic Disease)

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, **SWOPE HEALTH SERVICES 3801 BLUE PARKWAY KANSAS CITY, MO 64130**, hereinafter referred to as "Organization".

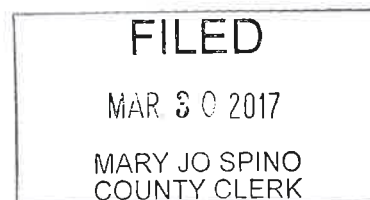
WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for a chronic disease management program; and,

WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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:

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **Services**. Organization shall provide a chronic disease management program, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The term of this contract is January 1, 2017, through December 31, 2017, and as such, all expenditures must occur within this period. 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 no later than October 31, 2017. Any changes to



the budget must be approved by the Jackson County Legislature.

2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$72,561.00** in quarterly installments of **\$18,140.25**, with the payment for the first quarter to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. 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. **Reports/Other Documentation.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization 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 Organization's activities pursuant to this Agreement. Organization's failure to submit this 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. **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, 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 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 as related to County funds. 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, 2017, and shall continue until December 31, 2017, 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

Swope Health Services
Naimish Patel, CFO
3801 Blue Parkway
Kansas City, MO 64130
(816) 599-5552

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 29th day of March, 2017.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon
W. Stephen Nixon
County Counselor

By Frank White, Jr.
Frank White, Jr.
County Executive

ATTEST:

SWOPE HEALTH SERVICES

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

By David A. Hurd
Title President
Federal Tax I.D. 43-0957840

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 \$72,561.00, which is hereby authorized.

Date 3/21/17

Q. Tracy Thomas
Chief Financial Officer
Account No. 002-7601-56789

76012017003

**2017 Jackson County Outside Agency Funding Proposal
Swope Health Services
Chronic Disease Management**

**EXHIBIT A
RES. 19371**

Swope Health Services

3801 Blue Parkway
Kansas City, MO 64130
(816) 923-5800
www.swopehealth.org
fedtaxid: 43-0957840

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Chronic Disease Management 
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Fiscal Year: January to December

GuideStar: 7008186144

Mission: Swope Health Services improves the health and wellness of the community by delivering accessible, quality, comprehensive patient care.

Executive Director

Chief Executive Officer
David Barber
(816) 599-5550
dbarber@swopehealth.org

Contact Person

Chief Financial Officer
Naimish Patel
(816) 599-5552
npatel@swopehealth.org

Check the Jackson County Legislative District and your At-Large District where your agency is located?

District 2: Yes

At-large District 2: Yes

**2017 Jackson County Outside Agency Funding Proposal
Swope Health Services
Chronic Disease Management**

Agency Revenue Information

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Funding Entity	Source Description	2016 Actual	2017 Projected
Federal	HHS	\$10,158,745	\$10,287,686
State	MPCA, MODOT, DMH, WIC, AND KDHE	\$19,550,652	\$21,821,539
Jackson County	Mental Health Levy, COMBAT, Outside Agency Funding	\$1,004,367	\$1,341,732
City of Kansas City	Health Levy	\$1,537,999	\$1,698,236
Charity/Donations			
Fundraisers			
Donations	WHF, MFHC, REACH, MCHC, HCFGKC, and Net Pat. Care	\$14,349,385	\$13,470,434
		\$46,601,148	\$48,619,627

Please check if your agency has cash reserves: Yes
What is the current balance? \$4,945,998

Please check all Jackson County sources your agency received funding from in 2016:
COMBAT: Yes
Mental Health Levy: Yes
Outside Agency: Yes

Please check any of the following your agency received funding or resources from in 2016:

	Goods	Services	Cash	Amount
Harvesters				
Mid America Regional Council				
MAAC Link				
United Way			Yes	\$9,307

2017 Jackson County Outside Agency Funding Proposal
Swope Health Services
Chronic Disease Management

Date Program was Initiated: 2010

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What time period does this program run: All Year

Provide program description: Swope Health Services'™ Chronic Disease Management (CDM) program provides tailored patient education services by a Chronic Care Nurse Educator to low-income, predominantly uninsured residents of Jackson County diagnosed with a chronic illness. While all persons with a chronic condition can receive services, most participants experience hypertension, diabetes, heart disease, chronic respiratory disease (COPD, asthma) or a combination of these conditions. The CDM Nurse Educator provides individualized education about techniques for managing the patient's™ chronic disease(s) during multiple face-to-face encounters. The CDM Nurse Educator also contacts participants by telephone after the initial session and after any medication changes. These education sessions and telephone calls reinforce and emphasize information and recommendations from the patient's™ primary care provider, as well as clinical practice guidelines used by SHS medical providers. The CDM Nurse Educator currently spends one day per week at each of SHS's™ five clinics in Jackson County: SHS-Central, SHS-Northland, SHS-South, SHS-Independence and the newest clinic, SHS-Hickman Mills. Participants are initially referred to the CDM Nurse Educator by their provider. Once the patient has accepted services, the CDM Nurse Educator then works with the patient to schedule future appointments. All program participants complete at least three educational sessions, generally three to 4 weeks apart, with additional educational sessions or phone calls occurring at the patient's™ discretion. Each chronic disease management program participant receives an individualized book that defines what their chronic condition is, its symptoms, an explanation of the medications prescribed and lifestyle change recommendations about nutrition, physical activity and logs sheets for patient's™ to enter glucose or blood pressure measurements. Patients with more than multiple chronic illness diagnoses receive supplemental pages for their book as educational sessions progress. These "build-a-books" serve as a take home reference manual for participants as well as an easy method for patients to communicate with their provider and the Nurse Educator about their progress. In addition, the Nurse Educator will provide blood pressure home monitors for patients unable to travel to a local pharmacy for checks and glucose monitors, test strips and lancets for diabetic patients who would otherwise not check their glucose at home because of the cost of these items. The Nurse Educator ensures that patients are proficient in using these supplies. All chronic disease management patients are invited to attend a standing Wednesday afternoon group chronic disease education session at the SHS Central clinic.

Describe the benefits of this program to Jackson County Missouri: According to KC Health Matters, 32% of Jackson County residents report having been diagnosed with hypertension and 11% report having been diagnosed with diabetes. A whopping 42% of County residents report having been told that they had high circulating blood lipid levels (hyperlipidemia). Furthermore, nearly 12% of County residents have asthma and a similar percentage have chronic obstructive pulmonary disease. Information about heart disease prevalence, which covers a constellation of conditions including several that can result from hypertension and hyperlipidemia is not available. However, heart disease remains the leading cause of death for County residents (MO DHSS MICA County Leading Cause of Death Profile). While all of these conditions can be treated with medications, the foundation of successful treatment is a change in health behavior. This change takes time, ongoing individualized education and assistance in setting goals as individuals™ master successive steps in changing their diet and lifestyle over time. According to recent analyses by the Agency for Healthcare Research & Quality (AHRQ Statistical Brief 487), the average annual per person expense of treating hypertension is estimated at \$800. The annual per person expense of treating hyperlipidemia is estimated to be \$728. Diabetes remains one of the most costly conditions to treat, averaging \$2,565 per person annually, about \$1000 more than the annual cost of treating COPD or asthma. These costs are outside of the expense of hospital stays for uncontrolled conditions. The program cost of \$222 per person served through the Chronic Disease Management program is a small, but effective investment in supporting lifestyle changes among persons with chronic disease diagnoses, resulting in more effective and sustainable control of the condition and preventing costly hospitalizations and rehabilitation services, most of which would be borne by Jackson County's public health system.

Describe target population to be served: The Swope Health Services Chronic Disease Management program's™ target population is low-income patients with chronic conditions that access care at our Central, Northland, South, Independence and Hickman Mills clinics. Although the clinics serve demographically different patient populations " for example, 73% of South patients are African American and 75% of Independence patients are Caucasian " many patients at both clinics have neglected their health for years due to poverty and arrive with complex treatment needs. Residents of these areas continue to have higher rates of diabetes-related emergency department visits, inpatient admissions, lower extremity amputations and kidney failure when compared to rates found for all Missouri residents (MO DHSS Community Profiles). South and Independence residents also have higher hospital admission rates for heart disease and stroke than other Missouri residents.

What are the qualifications for participants: Participants must have a diagnosis of hypertension, diabetes, hyperlipidemia or another chronic condition and be referred by their primary care provider.

Check if your services are available to anyone: Yes

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 559

Number of participants from Other Areas: 17

Total Number of participants: 576

Outcomes

Outcome 1: 25% or more of patients with a hypertension diagnosis seen by the Nurse Educator will demonstrate controlled blood pressure, as evidenced by a reading of 140/90 or lower, by their last visit during the calendar year.

How will outcome 1 be measured: By Blood pressure data abstracted from patients electronic records.

Outcome 2: 35% or more of diabetic patients seen by the Nurse Educator will attain a Hemoglobin A1C of less than or equal to 9% by their last visit during the calendar year.

How will outcome 2 be measured: By lab results abstracted from patients electronic records.

Outcome 3: 80% of patients with hyperlipidemia and/or heart disease seen by the Nurse Educator will have a lipid profile completed during the calendar year.

How will outcome 3 be measured: Through an examination of patient electronic records for the presence of lipid panel results.

Outcome 4: 80% of patients with a diagnosis of chronic respiratory disease (asthma, COPD) seen by the Nurse Educator will have a written action plan documented in their medical record by the end of the calendar year.

How will outcome 4 be measured: By examining patient electronic medical records for documentation of a action plan.

Outcome 5: 80% of patients with chronic kidney disease - a frequent result of hypertension and diabetes- will have a documented glomerular filtration rate (GRF) test documented in their medical record by the end of the calendar year.

How will outcome 5 be measured: By examining patients' electronic medical records for evidence of a completed GFR test.

Please classify your program from the following types of services:

Health/Wellness: Yes

Indigent Population: Yes

Senior Services: Yes

Youth Services: Yes

What Jackson County Legislative Districts are served by this program:

District 2: Yes

District 3: Yes

At-large District 2: Yes

At-large District 3: Yes

**2017 Jackson County Outside Agency Funding Proposal
 Budget as Awarded
 Swope Health Services
 Chronic Disease Management**

Total 2017 Program Budget: \$72561

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Salaries

Position/Title	Description	Amount of Salary Requested	Total Salary
RN	Provides chronic disease management care	\$70,029	\$70,029
Fringe Benefits		\$2,532	
Total Salaries & Fringe Benefits		\$72,561	

Contractual Services & Supplies

Description	Amount
Total Contractual Services & Supplies	\$0

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$123,868
Cost/Participant	\$222
JACO Funding/Total Program Cost	%

**2017 Jackson County Outside Agency Funding Proposal
Swope Health Services
Chronic Disease Management**

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Reviewed the Non-Allowable Expenses: Yes

Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved: Yes

Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies: Yes

Certificate of Liability Insurance valued at a minimum of \$1 million per occurrence or \$2 million annual aggregate: Yes

Missouri Secretary of State Certificate of Good Standing: Yes

Missouri Secretary of State Annual Registration Report: Yes

Financial Statements (Balance Sheet, Income Statement, Cash Flow Statement): Yes

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 **Swope Health Services**, 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, **Swope Health Services**, 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.)

David R. Barber
Authorized Representative's Signature
Pres. Dept
Title

David R. Barber
Printed Name
3-17-2017
Date

Subscribed and sworn before me this 3rd day of March, 2017. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 2/29/2020.

[Signature]
Signature of Notary

3-17-2017
Date

