

RCR
4/9/13

R. 18053

COOPERATIVE AGREEMENT

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule County, hereinafter called "the County" and **CARE CENTER OF KANSAS CITY d/b/a SWOPE RIDGE GERIATRIC CENTER**, 5900 Swope Parkway, Kansas City, Missouri 64130, a Missouri not-for-profit Swope Ridge, hereinafter called "Swope Ridge."

WHEREAS, the County deems it to be in the best interest of its citizenry to award Swope Ridge \$94,573.00 to be used to provide a continuum of long-term care services to indigent residents of Jackson County; and,

WHEREAS, Swope Ridge is capable of providing a variety of said services to the citizens of Jackson County;

NOW THEREFORE, the parties hereto do mutually agree as follows:

1. **Services Provided.** Swope Ridge shall use the proceeds of this Agreement solely for the purpose of providing long-term care services for indigent citizens of Jackson County, as more fully set forth in the proposal attached hereto as Exhibit A. As used in this Agreement, the term indigent person means a person who is eligible for free care or care at a reduced rate, on the basis of income, based on current guidelines at Truman Medical Center - Lakewood and West. No part of the funding provided hereunder shall be used by Swope Ridge to purchase equipment.

2. **Terms of Payment.** The County agrees to pay to Swope Ridge the amount of \$94,573.00, in quarterly installments of \$23,643.25 each. The first payment shall be made upon execution of this Agreement. The remaining payments shall be made upon

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MAR 22 2013
MARY JO SPINO
COUNTY CLERK

the County's receipt of the reports required under paragraph 3, below. The County, through the Legislative Auditor, may approve adjustments to line items listed in Agency's budget/proposal contained in Exhibit A, in an amount not to exceed 10 percent of the total amount of the Agreement, so long as there is no additional total cost to the County.

3. **Reports.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Swope Ridge 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 as requested by the Director of Finance and Purchasing to establish that the funds paid by the County were used for the purpose set forth in this Agreement. The report for the first quarter shall be submitted within 30 days after the conclusion of the first quarter, or within 30 after the execution of this Agreement, whichever comes later. The last quarter's report shall include an annual report which shall summarize Swope Ridge's activities pursuant to this Agreement. Failure to submit the annual report shall disqualify the Swope Ridge from future funding by the County.

4. **Submission of Documents.** No payment shall be made under this contract unless the contracting agency shall have submitted to the 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) the agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency's total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) If

an agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the agency's most recent fiscal or calendar year, by March 31 of the following year, or a certified public accountant's program audit of County funds, by January 31 of the following year. Any document described herein which was submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if the contract agency is out of compliance on any other County contract.

5. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books, and records of Swope Ridge pertaining to the finances and operations of Swope Ridge.

6. **Default.** If Swope Ridge shall default in the performance or observation of any term or condition of this Agreement, the County shall give Swope Ridge written notice setting forth the default and the correction required. If said default shall continue by Swope Ridge, and not be corrected within 10 days of the receipt of the notice, the County may at its election terminate the contract and withhold any payments not yet made to Swope Ridge. Said election shall not in any way limit the County's rights to seek legal redress.

7. **Appropriation of funds.** Swope Ridge and the County recognize that the County intends to satisfy its financial obligation to Swope Ridge 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 Swope Ridge 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.

8. **Conflict of Interest.** Swope Ridge 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 contract.

9. **Employment of Unauthorized Aliens Prohibited.** Pursuant to §285.530.1, RSMo, Swope Ridge 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, Swope Ridge 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.

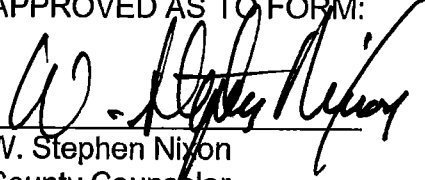
10. **Term.** This Agreement shall be effective January 1, 2013, and shall terminate on December 31, 2013.

11. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Swope Ridge shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including reasonable attorney's fees directly related thereto) including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of Swope Ridge during the performance of this Agreement.

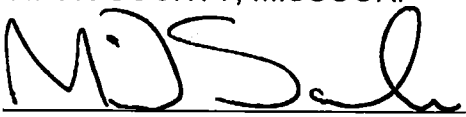
12. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this 22nd
day of March, 2013.

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

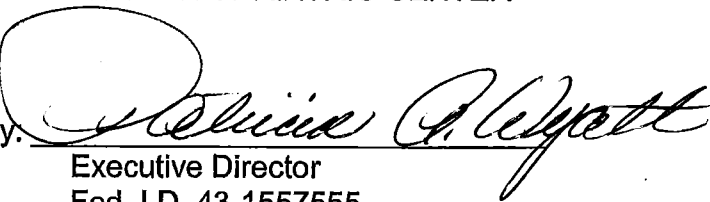
JACKSON COUNTY, MISSOURI

By: 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

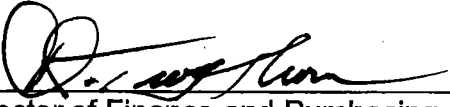
CARE CENTER OF KANSAS CITY d/b/a
SWOPE RIDGE GERIATRIC CENTER

By: 
Executive Director
Fed. I.D. 43-1557555

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract 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 \$94,573.00 which is hereby authorized.

March 19, 2013
Date

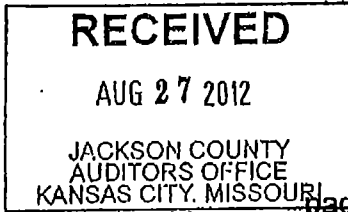

Director of Finance and Purchasing
Account No. 002-7750-56789
11502013001



OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

415 E 12th Street, 2nd Floor
Kansas City, MO 64106

Email: auditor@jacksongov.org



Section A: Organization or Agency Information	page 1
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Section A: Organization or Agency Information

Name: Care Center of Kansas City dba Swope Ridge Geriatric Center

Address: 5900 Swope Parkway Kansas City, MO 64130

Phone No: 816-333-2700

Fax: 816-333-2054

Website Address: N/A

Federal Tax ID No: 43-1557555

Fiscal Year Cycle: May 1-April 30

Executive Director:

Patricia A Wyatt

Name and Title of Principal Contact Person:

Phone No: 816-333-2700 ext 658

Email Address: brendae@srqc.org

Submittal of this request has been authorized by:

Date:

Patricia A. Wyatt
August 24, 2012

Section B: Agency's 2012 and 2013 Revenue Information

Agency's 2013 Projected Revenue Information

Funding Entity	Agency's 2013 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal	CMS; Federal Match	\$ 1,552,275	19
State	State of Missouri Medicaid	\$ 6,252,001	77
Jackson County	Outside Agency Funding	\$ 100,000	1
Other Counties		\$ -	0
City	City of Kansas City Health Department	\$ 167,940	2
Charity/Donations		\$ -	0
Fundraisers		\$ -	0
Other	Misc Income (United Way, Licensing space, etc)	\$ 99,173	1
2013 Total Projected Revenue		\$ 8,171,389	

Agency's 2012 Revenue Information

Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	CMS; Federal Match	\$ 1,496,284	19
State	State of Missouri Medicaid	\$ 6,006,557	76
Jackson County	Outside Agency Funding	\$ 94,573	1
Other Counties		\$ -	0
City	City of Kansas City Health Department	\$ 166,730	2
Charity/Donations		\$ -	0
Fundraisers		\$ -	0
Other (please list)	Misc Income (United Way, Licensing Space, etc)	\$ 157,175	2
2012 Total Revenue		\$ 7,921,319	

If your agency received funding from Jackson County in 2012, please identify the funding source, amount and program name below.

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Mental Health Levy	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 94,573	
2012 Total Jackson County Funding			\$ -	

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Did your agency receive funding or resources in 2012 from either of the following?

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

Section C: 2013 REVISED Program Budget

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

Agency Name: Swope Ridge Geriatric Center

Program Name: Long -Term Care for medically indigent

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Total Fringe Benefits			\$ -
Total Personal Services			\$ -
Contractual Services			
The purpose is to provide long-term care services for medically indigent citizens of Jackson County. County funding when leveraged for federal match allows us to maintain financial stability.			\$ -
			\$ -
			\$ 94,573
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 94,573
Supplies			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ -

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Total Program Request \$ 94,573

Section D: 2013 Program Information

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

Agency Name: Swope Ridge Geriatric Center

Program Name: Long-term care for medically indigent

Proposed Program

Detail functions to be performed by each program.

The purpose of this program is to provide long term care services for the medically indigent citizens of Jackson County Missouri.

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Section D: 2013 Program Information

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

Agency Name: Swope Ridge Geriatric Center

Program Name: Long-term care for medically indigent

Participants

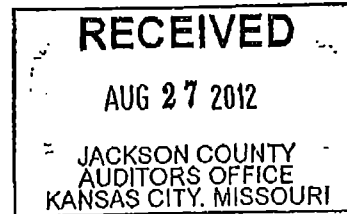
Identify the number of participants by County that each program serves.

Jackson, MO	109
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	2

Target Population

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

Target population to be served are current and future residents who are Medicaid recipients who reside as citizens in Jackson County Missouri. Currently, 32% of our residents are clients of the Jackson County Public Administrator.



Would you provide these services to anyone at your door?

Answer Yes

Is anyone denied services?

Answer No

What level of indigents 99%

Please classify your program from the following types by percentage of your agency's overall service

Senior Program

%

Indigent Program (Below Poverty Level)

99 %

Senior Indigent Program

%

What criteria do you have for the clients you serve?

We must be able to meet their healthcare needs as regulated by Medicare and Medicaid.

Section D: 2013 Program Information

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

Agency Name: Swope Ridge Geriatric Center

Program Name: Long-term care for medically indigent

Service Delivery Area

Identify your specific geographic service delivery area for each program.

The service delivery area is in the urban core of the 64130 zip code and surrounding zip codes in Jackson County. This is a key area identified with the highest number of residents 65 years and older. The service area further represents a large minority populated region.

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.

We insure that all funds received from Jackson County will be used only for Jackson County residents by monitoring all recipients by their admission zip codes to ensure compliance.

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Section D: 2013 Program Information

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

Agency Name: Swope Ridge Geriatric Center

Program Name: Long-term care for medically indigent

Approach & Method

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

1. To continue to provide a continuum of long term care services for the elderly, medically indigent citizens of Jackson County.

2. To provide a safe homelike environment that meets all federal and state regulatory mandates.

3. To recruit, retain, and develop our employee base most of who represent the working poor and predominately single mothers.

Detail specific methods you will use to achieve these objectives.

Continue to promote our services to area hospitals and the community so they are aware of our mission of serving the medically indigent. Continue to stay current on all federal and state regulations to ensure compliance. Continue to provide coaching, training, and skills for our employees.

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Section D: 2013 Program Information

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

Agency Name: Swope Ridge Geriatric Center

Program Name: Long-term care for medically indigent

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.

The success of our program is evaluated by our census numbers. We want to make sure we continue to admit residents based on their health care needs and not their economic status. The percentage of medically indigent we serve has historically been 98%-99%.

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)

Currently, the Financial Statements have a separate line item that denotes Jackson County funding. These statements are public information. Our Board of Directors and Executive Staff continue to speak of our support from Jackson County.

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AUDITORS OFFICE
KANSAS CITY, MISSOURI

Exhibit B

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 Ridge Geriatric Center**, 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 Ridge Geriatric Center**, 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.)

Patricia A Wyatt
Authorized Representative's Signature
Administrator
Title

Patricia A Wyatt
Printed Name
March 11, 2013
Date

Subscribed and sworn before me this 11th day of March, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 8-16-2014.

Linda Buckner-Scott
Signature of Notary

3-11-2013
Date

