

**COOPERATIVE AGREEMENT**  
**(Chronic Disease Management)**

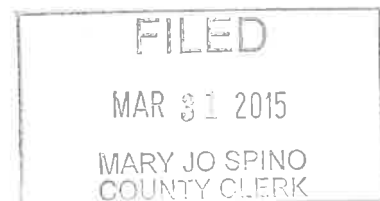
**THIS AGREEMENT**, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **SWOPE HEALTH SERVICES, 3801 BLUE PARKWAY, KANSAS CITY, MO 64130**, hereinafter referred to as "Organization".

WHEREAS, the County recognizes its statutory obligations to the indigent under Sections 205.210 et seq. and 205.580 et seq., RSMo, and recognizes the problems associated with providing healthcare for indigent individuals; and,

WHEREAS, Swope Health Services currently provides medical services to indigent families and homeless persons, and desires to continue to assist homeless persons;

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.** Organization agrees to use the funds provided by the County under this agreement to provide for the Chronic Disease Management Program. The Chronic Disease Management Program provides for a variety of services including, but not limited to, providing a high level of one-to-one education and support to diabetes patients, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. 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 30, 2015. 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 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. 12<sup>th</sup> Street, Suite 100  
Kansas City, MO 64106

**Swope Health Services**  
Mark Miller, VP Behavioral Health  
3801 Blue Parkway  
Kansas City, MO 64130  
(816) 923-5800

NAIMISH PATEL,  
CHIEF FINANCIAL  
OFFICER

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.

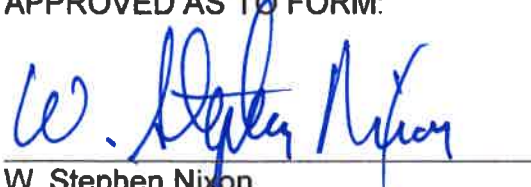
22. **Confidentiality.** Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to examine said records in performing its audit and review functions, but shall not disclose

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 31<sup>st</sup> day of March, 2015.

APPROVED AS TO FORM:

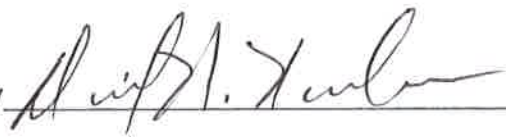
  
W. Stephen Nixon  
County Counselor

JACKSON COUNTY, MISSOURI

By   
Michael D. Sanders  
County Executive

ATTEST:

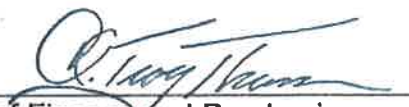
  
Mary Jo Spino  
Clerk of the Legislature

SWOPE HEALTH SERVICES  
By   
Title President & CEO  
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.

3/26/15  
Date

  
Director of Finance and Purchasing  
Account No. 002-7601-56789  
FC 76012015004



**EXHIBIT A  
RES. 18714  
CHRONIC DISEASE MGMT.**

**OUTSIDE AGENCY FU  
2015 BUDGET**

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

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**Section A: Organization or Agency Information**

Name: Swope Health Services

Address: 3801 Blue Parkway, KCMO Zip Code: 64130

Phone No: 816-923-5800 Fax: 816-448-2982

Website Address: [www.swopehealth.org](http://www.swopehealth.org)

Federal Tax ID No: 43-0957840 Fiscal Year Cycle: 2015

Executive Director/President: Dave Barber

Phone No: 816-923-5800 Email: [dbarber@swopehealth.org](mailto:dbarber@swopehealth.org)

Name/Title of Principal Contact Person: Mark Miller, VP Behavioral Health

Phone No: 816-923-5800 Email: [mmiller@swopehealth.org](mailto:mmiller@swopehealth.org)

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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	Projected	% of
Federal	HHS and HUD	\$ 8,866,813	22
State	MPCA, MFHC, and Primary Care Grant	\$ 5,670,812	14
Jackson County	Mental Health Levy, COMBAT, Outside	\$ 1,929,075	5
Other Counties		\$ -	0
City	Health Levy	\$ 1,366,671	3
Charity/Donations	United Way, Wyandotte Health Foundation,	\$ 581,994	1
Fundraisers			0
Other	WIC, Medicaid, Medicare, & Third Party	\$ 22,558,101	55
<b>2015 Total Projected Revenue</b>		<b>\$ 40,953,267</b>	

**Agency's 2014 Revenue Information**

Funding Entity	Source You Received 2014 Funding From	Amount	% of
Federal	HHS and HUD	\$ 8,369,828	20
State	MPCA, MFHC, and Primary Care Grant	\$ 5,461,872	13
Jackson County	Mental Health Levy, COMBAT, Outside	\$ 1,681,609	4
Other Counties		\$ -	0
City	Health Levy	\$ 1,396,671	3
Charity/Donations	United Way, REACH, Wyandotte Health	\$ 847,244	2
Fundraisers		\$ -	0
Other (please list)	WIC, Medicaid, Medicare, & Third Party	\$ 23,243,504	57
<b>2014 Total Revenue</b>		<b>\$ 41,000,729</b>	

**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 checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 306,000	Imani House
Mental Health Levy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 1,361,966	General Services
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 type="checkbox"/>	<input type="checkbox"/>	\$ 261,109	Mental Health Court,
<b>2014 Total Jackson County Funding</b>			<b>\$ 1,929,075</b>	

**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	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -
MAAC Link	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -
Harvesters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -

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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:** Swope Health Services

**Program Name:** Chronic Disease Management

**Program Request #** 2 **of** 4

<b>Participants</b>	
Identify the number of participants that each program serves	
# served with this program	2917
Of the # served with this program, how many are from:	
Jackson County	2,837
Other Counties	80
<b>Target Population</b>	
Describe target population and demographics to be served by each program	
<p>Swope Health Services (SHS) target populations are patients with chronic health conditions who access care at our South and Independence Clinics. The targeted zip codes are 64129, 64131, 64134, 64137, 64138, 64050, 64052, 64053, 64054, 64055, 64056, 64057, and 64058. The Missouri Department of Health and Human Services report community profiles which allow for comparison of race and ethnicity, rates for those living below the Federal Poverty Level (FPL), educational attainment and health disparities. Diabetes is a major issue for this community's profile. Residents in the above mentioned zip codes have a higher disparity in almost every category when compared to all residents of Jackson County. Since many of the patients living within these zip codes tend to lack adequate resources for healthcare our patients who have diabetes tend to enter our system with little or no previous treatment. As a result, their medical problems are more advanced and can require more intensive care and intervention.</p>	
<p>Estimate of your cost per participant: \$24.88</p> <p style="padding-left: 40px;">The enrolled clients must have a chronic medical condition such as</p> <p>What criteria do you have Hypertension, Diabetes, etc. and desire to participate in the program.</p> <p>Do you keep a list of patients? Documentation of services is entered into our EMR.</p> <p>Would you provide these services to anyone at your door? <span style="float: right;">Yes</span></p> <p>Is anyone denied services? <span style="float: right;">No</span></p> <p>Please classify your program from the following types by % of your agency's overall services:</p> <p style="padding-left: 40px;">Seniors Program: 5%</p> <p style="padding-left: 40px;">Indigent Program (Below Poverty Level): 75%</p> <p style="padding-left: 40px;">Indigent Senior Program: 75%</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:** Swope Health Services

**Program Name:** Chronic Disease Management

**Program Request #** 2 **of** 4

<b>Service Delivery Area</b> Identify your specific geographic service delivery area for each program
The service delivery area for our program is within Jackson County, MO. The services will be provided at our South clinic and our Independence clinic which serves the zip codes mentioned previously.
<b>Fund Separation</b> 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
All individuals receiving care and treatment at SHS are required to provide proof of residence at the time of registration and annually. The information is entered into our electronic medical record. This allows us to track services based upon residence, income, and other insurance or grant coverage. We utilize built-in claim edits to ensure the claim is processed with the correct entity.

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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:** Swope Health Services

**Program Name:** Chronic Disease Management

**Program Request #** 2 **of** 4

<b>Approach &amp; Method</b>
<b>List the top three (3) objectives for each program</b>
Control of Blood Sugar: >/= 35% of diabetic patients will have a documented Hemoglobin a1c of 8 or less
Diabetic patients will maintain blood pressure less than 140/90. 25% of diabetic patients will have a blood pressure of 140/90 or less.
Patients with a diagnosis of cardiovascular disease (CAD) will have an annual lipid profile. Metric: 80% of patients with a diagnosis of CAD will receive an annual lipid profile.
<b>Detail specific methods you will use to achieve these objectives</b>
Objective 1: Patients will be encouraged by their PCP to schedule an appointment for counseling with the CDM nurse. CDM nurse will follow up with patient to schedule appoint or provide concurrent counseling while at the clinic. Objective 2: Chronic disease patients will be encouraged to see their primary care provider at least twice yearly.

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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:** Swope Health Services

**Program Name:** Chronic Disease Management

**Program Request #** 2 **of** 4

**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**

SHS' electronic medical record tracks factors related to diabetic and cardiovascular health. These include but are not limited to; blood glucose, blood pressure, and cholesterol levels. The Missouri Primary Care Association establishes outcome achievement levels for these measures based on HRSA guidelines. Physicians and other providers are notified of outcome results so they can adjust their treatment plan accordingly.

**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)**

Swope Health Services will make the clients, public and the media aware of the generous taxpayer funding received from Jackson County through community awareness presentations, printed publications and support at appropriate events when requested.

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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 **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  
President & CEO  
Title

David R. Barber  
Printed Name  
Date

Subscribed and sworn before me this 9 day of March, 2015. I am commissioned as a notary public within the County of Jackson State of Missouri, and my commission expires on 10/12/15.

Shayleen Y. Walker  
Signature of Notary

3/9/15  
Date



SHAYLEEN Y. WALKER  
My Commission Expires  
October 12, 2015  
Jackson County  
Commission #11102500