

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, **MOTHER & CHILD HEALTH COALITION 1734 E 63RD STREET STE 301 KANSAS CITY, MO 64110**, hereinafter referred to as "Organization".

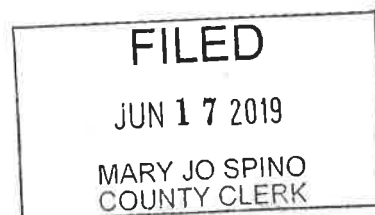
WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Mother & Child Health Coalition Outreach and Expansion; and,

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 services Mother & Child Health Coalition Outreach and Expansion, 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, 2019, through December 31, 2019, 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.



2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$25,250.00** in quarterly installments of **\$6,312.50**, with the payment for the first quarter in advance upon execution of this Agreement; this is the ONLY payment that may be made in advance throughout the entire term of this Agreement. The remaining payments shall be made upon the County's receipt of the quarterly 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 reconciliation report through the Outside Agency Portal along with proof of payment and receipt documentation that reconciles to the 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 Department 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 must 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 submit all quarterly reconciliation reports in the format specified by the County regardless of whether activity

took place in each quarter, before the next quarterly payment will be processed. Any quarterly reports that are incomplete or incorrect will delay payment.

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. When a management or staff position responsible for providing services pursuant to this contract is vacated and when the position is subsequently filled, the following will apply i.) reimbursement for a vacated position will be suspended until it is filled, and ii.) if another person under this contract assumes the duties of the vacated position, the Organization will not be allowed to bill the County for both positions.
- 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 Department of Finance and Purchasing through the Jackson County Outside Agency portal accessible on www.jacksongov.org/auditor: (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 Department 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 for employment 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 this Agreement. 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, 2019, and shall continue until December 31, 2019, 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
Department of Finance and
Purchasing
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Mother & Child Health Coalition
Tracy Russell
1734 E 63rd Street Ste 301
Kansas City, MO 64110
(816) 253-6242

18. **Affirmative Action 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 17th day of JUNE, 2019.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



County Counselor

By 
Frank White, Jr.
County Executive

ATTEST:

MOTHER & CHILD HEALTH


Mary Jo Spino
Clerk of the Legislature

By 
Title Executive Director
Federal Tax I.D. 43-1897000

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 \$25,250.00, which is hereby authorized.

6-13-2019
Date


Director of Finance and Purchasing
Account No.002-7609-56789

76092019001
MA

2019 Jackson County Outside Agency Funding Proposal
Mother & Child Health Coalition
Mother & Child Health Coalition Outreach and Expansion

Exhibit A

Mother & Child Health Coalition

1734 E. 63rd Street Suite 301
Kansas City, MO 64110
(816) 283-6242 x253
<https://mchc.net/>
fedfaxid: 43-1897000

Fiscal Year: April to March

GuideStar: 4668389870

Mission: Every child deserves a healthy start; it is the best gift a community can give its children and itself. Mother & Child Health Coalition works together with community partners and families to promote wellness and advocate excellence in health care.

Executive Director

Executive Director
Tracy Russell
(816) 283-6242 x253
trussell@mchc.net

Contact Person

Executive Director
Tracy Russell
(816) 283-6242 x253
trussell@mchc.net

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

District 2: Yes
At-large District 2: Yes



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Agency Revenue Information

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	NFY Projected
Federal	Contracts and grants			X	\$1,043,600	\$1,080,000
State	Contracts and grants			X	\$16,416	\$17,000
Donations	Restricted and unrestricted contributions			X	\$144,193	\$100,000
United Way	Program Grant			X	\$40,000	\$40,000
Other	Earned revenue, membership dues, and non cash gifts	X		X	\$79,514	\$73,561
Outside Agency	MCHC Outreach and Expansion			X	\$0	\$46,453

**Please check if your agency has cash reserves:
What is the current balance? \$684,488**

2019 Jackson County Outside Agency Funding Proposal

Mother & Child Health Coalition

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Date Program was Initiated: 2010

What time period does this program run: All Year

Provide program description: Mother & Child Health Coalition (MCHC) is the backbone organization for the efforts to improve maternal and child health in Kansas City. The funds in this grant request will support the sound financial practices and governance that enable MCHC to continue to operate and provide programs. The proposed project is to enhance the strategic growth of MCHC to fulfill its vision for all mothers and children in Kansas City to be healthy. The proposed project is a direct fit with MCHC's mission to ensure a healthy start for every child. MCHC will be able to better assist the Kansas City community to coordinate the perinatal/infant/child health system to decrease disparities in maternal and child health and coordinate action planning for solutions. Although Kansas City meets the Healthy People 2020 goal of no more than 6 infant deaths per 1,000 births, there continue to exist significant disparities impacting women, infants and children's health outcomes. Infant mortality is higher in portions of the Kansas City area and Jackson County, MO with a rate of 6.1 (Missouri Department of Health & Senior Services). The infant mortality rate for Black infants is more than double that of White infants. According to 2012-2016 data, in Kansas City, Missouri, for every 1,000 births, 4.1 White infants and 9.8 Black infants died before their first birthday (City of Kansas City MO Health Department). Mother & Child Health Coalition has also been concerned with the rising rates of maternal mortality in both Kansas and Missouri with rates of 19.6 and 28.5 respectively (American College of Obstetricians and Gynecologists April 2018). The same disparities exist as with infant mortality. With the continued disparities connected to maternal, infant and child health outcomes, and the rise in maternal mortality, it is imperative that a dedicated group continue to monitor the trends in maternal child health and promote public awareness and advocate for improving health outcomes. This includes advocating for continuing effective programs, as well as advocating for ways to enhance the existing perinatal, children and youth service system. MCHC has the potential to significantly increase its capacity to support optimal maternal, child and family health in Kansas City. It can do this through sustaining and increasing its efforts to coordinate services and resources and strengthen systems to support families, particularly more vulnerable low-income families.

Describe the benefits of this program to Jackson County Missouri: Jackson County benefits from MCHC serving as a catalyst, steering efforts toward a better community integrated service system with a major emphasis on health promotion and prevention services. Jackson County will benefit from decreased health disparities between racial and/or socioeconomic groups. Specific benefits are reduction of infant mortality rates.

Describe target population to be served: The target population is large and diverse and includes individuals from birth to seniors. The project will assist MCHC's staff to support the organization's approximately 400 volunteers and members representing providers and thousands of families from over 100 agencies in Kansas City. The population impacted includes those served by MCHC's activities and by our community partners who benefit from the community action planning, networking, resource sharing, education and training opportunities provided. MCHC has strived to provide services that are accessible to the people needing resources. This is one reason its current office location was chosen as it is on a bus line accessible to families we serve in the Healthy Start program and Safe Kids programs. It is also convenient for the growing number of students and interns who request volunteer, preceptorship, and intern opportunities.

What are the qualifications for participants: There are no qualifications for participants. Partner agencies share a commitment to the mission of

MCHC and agree to provide collaboration and resources. Community participants are those seeking knowledge and resources to improve their health and well-being and/or those they provide services for.

Check if your services are available to anyone: Yes

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 1,000

Number of participants from Other Areas: 0

Total Number of participants: 0

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Outcomes

Outcome: 400 MCHC volunteers and members representing providers from over 100 agencies in Kansas City will receive training, education and updates on relevant MCHC topics.

How will outcome be measured: Measured by Pre and post surveys of targeted constituents Measured by number of people receiving training

Outcome: Hundreds of families in Kansas City will receive educational training and guidance

How will outcome be measured: Measured by Pre and post surveys of participants; Measured by number of families receiving training

Outcome: Convene quarterly meetings of the Planning Committee which oversees, monitors, and evaluates the MCHC community programs and the standing committees, ensuring they are consistent with MCHC's mission.

How will outcome be measured: Measured by completion of quarterly progress reports of the various programs/committees (Pregnancy, Infant and Child Health, Safe Kids Metro KC, Mid America Immunization Coalition, Kansas City Healthy Start Initiative, Safe Haven for Newborns, Metro KC Breastfeeding Collaborative, Metro KC Youth Collaborative, Legislative/Advocacy Committee)

Outcome: Create 2019 Development/Fundraising Plan

How will outcome be measured: Measured by plan completion and impact of implementation

Outcome: Create 2019 Communications Plan

How will outcome be measured: Measured by plan completion

Outcome: Convene Quarterly meetings of the MCHC Development Committee which oversees MCHC's fund development plan and implementation. The Committee assists in the development of the public relations/marketing plans for the Coalition.

How will outcome be measured: Measured by completion of quarterly progress reports on grants submitted, donations received, membership, and communication activities.

Is this program Health and Safety: Yes

Type of Service	
Basic Needs	Yes
Educational	Yes
Emergency Assistance	
Mental Health	
Recreational	
Support Services	Yes

What Jackson County Legislative Districts are served by this program:

Countywide: Yes

2019 Jackson County Outside Agency Funding Proposal

Budget as Awarded

Mother & Child Health Coalition

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Total 2019 Program Budget Award: \$25,250

Salaries						
Category	Job Title	Description of Position	Salary Awarded	Total Salary	Fringe Benefit	Fringe Awarded
Administration	Executive Director	Administration and Development	\$5,935	\$107,905	Percentage of Benefit	\$770
Support Staff	Staff Accountant	Accounting	\$2,726	\$55,082	Percentage of Benefit	\$726
Support Staff	Program Specialist	Communications & Marketing	\$2,073	\$53,848	Percentage of Benefit	\$310
Support Staff	Program Specialist	Coalition Coordinator	\$3,480	\$41,000	Percentage of Benefit	\$830
Salary & Fringe Totals			\$0	\$0		\$0

Direct & Indirect Expenses			
Category	Name	Description	Total Expense
Indirect Client Services	Program Space Rental (limited to space used for clients)	Office space for collaborative work	\$25,440
			\$5,500

Direct & Indirect Expenses

Category	Name	Description	Amount Awarded	Total Expense
Indirect Client Services	Insurance	Agency coverage per requirements	\$500	\$5,902
Direct Client Services	Program Materials & Supplies (required for program participation, consumable and for client use)	Materials for participants, collaborators, newsletters	\$2,000	\$5,312
Direct Client Services	Travel/Mileage (Required for program participation)	Clients and staff to deliver services and participate in collaboration	\$400	\$3,559
Total			\$0	\$0

Program sustainable without Jackson County Funding	Yes
Total Cost to Run Program WITHOUT Jackson County Funding	\$81,413
Cost/Participant	\$46.45
JACO Funding/Total Program Cost	31%

2019 Jackson County Outside Agency Funding Proposal
Budget as Awarded
Mother & Child Health Coalition
Mother & Child Health Coalition Outreach and Expansion

Document type: insurance
 Name: mchc-insurance-certificate-2018.pdf

Document type: goodstanding
 Name: mo-sos-good-standing-2018.pdf

Document type: registration

Name: [mchc-biennial-registration-report-0718-0720.pdf](#)

Document type: 501

Name: [mchc-501c3-01-18.pdf](#)

Document type: balance

Name: [mchc-audit.pdf](#)

Document type: income

Name: [mchc-audit.pdf](#)

Document type: cashflow

Name: [mchc-audit.pdf](#)

Document type: irsw9

Name: [2019-w9-mchc.pdf](#)

Document type: irs990

Name: [2017-mchc-es-990.pdf](#)

Document type: audit

Name: [2018-mchc-audit-report.pdf](#)

Document type: fourthquarter

Name: [mchc-annual-report.pdf](#)

Document type: annualreport

Name: [mchc-annual-report.pdf](#)

Document type: taxreceipt

Name: [jackson-co-exempt-approval-2018-19.pdf](#)

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 **Mother & Child Health 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, **Mother & Child Health 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.)

Tracy Russell
Authorized Representative's Signature
Executive Director
Title

Tracy Russell
Printed Name
6-7-19
Date

Subscribed and sworn before me this 7 day of June, 2019. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 9/25/20.

Regina Hopkins
Signature of Notary

June 7, 2019
Date

