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, SAMUEL U. RODGERS - CABOT WESTSIDE CENTER 825 EUCLID AVENUE KANSAS CITY, MO 64124, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Cabot Medical & Dental; 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. <u>Services</u>. Organization shall provide services for Cabot Medical & Dental, 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. <u>Terms Of Payment</u>. The County agrees to pay Organization the total amount of \$72,000.00 in quarterly installments of \$18,000.00, with the payment for the first quarter in advance upon execution of this Agreement; this is the <u>ONLY</u> 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.

Reports/Other Documentation. Within 30 days after the conclusion of 3. 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 Organization's failure to submit this annual report shall disqualify Agreement. 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. <u>Submission of Documents</u>. 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. <u>Employment Of Unauthorized Aliens Prohibited</u>. 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. <u>Default</u>. 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. <u>Conflict Of Interest</u>. 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. <u>Severability</u>. 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. <u>Indemnification</u>. 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. <u>Insurance</u>. 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. <u>Term</u>. 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. <u>Termination</u>. 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. <u>Standard of Care</u>. 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. <u>Financial Contact</u>. 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

Samuel U. Rodgers - Cabot Westside Center Nina Howard 825 Euclid Avenue Kansas City, MO 64124 (816) 889-4643

- 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. <u>Transfer And Assignment</u>. Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.
- 21. <u>Organization Identity</u>. 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. <u>Confidentiality</u>. 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. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the County and	I Organization	have	executed	this
Agreement this 30th day of July	_, 2019.			

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

nty Counselor

Frank White, Jr. County Executive

ATTEST:

Mary Jo Spino

7-26-2019

Clerk of the Legislature

SAMUEL RODGERS - CABOT WESTSIDE HEALTH CENTER

Title

By

Federal Tax I.D. 43-0899356

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 \$72,000.00, which is hereby authorized.

Date

Director of Finance and Purchasing

Account No.002-7713-56789

77132019002 KA

Samuel U. Rodgers Health Center

Semuel U. Rodgers Health Center Cabot Westeide Medical and Dental Indigent Care Apr 17, 2019 Page I

Exhibit A

825 Euclid Avenue Kansas City, MO 64124 (816) 474-4920 https://www.rodgershealth.org fedtaxid: 43-0899356

Fiscal Year: October to September

GuideStar:

Mission: Our mission: To provide high quality, compassionate and affordable healthcare for all. Our vision: Healthy people in a healthy community. Our values: Kindness, Integrity, Professionalism, Excellence.

Executive Director

CEO Faisal Khan (816) 889-4630 Faisalkhan@rodgershealth.org

Contact Person

Director, Community Access and Engagement Nina Howard (816) 889-4643 nhoward@rodgershealth.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

Samuel U Rodgers Health Center Cabot Westside Medical and Dental Indigent Cat Apr (7, 2019

Agency Revenue Information

	a Bereitain	Goods	Services	Cash	TFY Actual	NFY Projected
T	Source Description			X	\$6,402,609	\$6,701,096
Federal	HRSA HHS 330			X	\$245,882	\$247,730
State	Missouri Primary Care Association (MPCA)					
	Kansas City Health Levy			X	\$1,211,886	\$927,030
	Events, General Donatons	X	X	X	\$118,240	\$252,681
Bonditone				X	\$118,240	\$252,681
Fundraisers	United Way and Foundations	-	v		\$11,200	\$0
Harvesters	Dieticians-prepare prescriptive Diabetic food box	-	<u> </u>	37	\$113,604	\$113,604
United Way	United Way Foundation			X		
	Medicaid, Medicare, Third Paty Insurance, Self-Pay	1		X	\$10,566,838	
				X	\$280,000	\$180,000
Mental Health Levy	Jackson County Mental Levy		1	X	\$479,488	\$491,733
Outside Agency	Jackson County Outside Agency	الـ	ـــــال	11.	1	

Please check if your agency has cash reserves: What is the current balance? \$2,085,863

Date Program was Initiated: 2013

What time period does this program run: All Year

Sant Westride Medical and Dental Indigent Care Apr 17, 2019 Page 3

Provide program description: Rodgers Health Cabot Westside Practice will perform the following medical services for Jackson County residents: 1) Infant/Child Health Care: well-child exams; childhood diseases treatments; lead screenings; TB testing; immunizations. 2) Women's Health: Prenatal care; pregnancy testing; family planning/contraceptives; gynecology; imaging; lab services. 3) Adult Medicine: health screenings; immunizations; treatments of acute illnesses; treatment of chronic illnesses. 4) Preventive Care: screenings for prevention and early detection of diseases. 5) Laboratory Services and Medication: glucose testing, hemoglobin testing; HIV testing; urine dips; breathing treatments; EKG testing; dispensing some OTC medicine. The pharmacist will monitor any prescriptions provided that are considered a controlled substance; patients, in this case, can only receive medication for initial treatment. 6) Cardiovascular Clinic: Testing/treatment of cardiovascular conditions. 7) Medical supplies. Additionally, our diabetic patients who meet the criteria for food insecurities will be prescribed to receive food from our in-house prescriptive food pantry; meaning, they have barriers which keep them criteria for food insecurities will be prescribed to receive food from our in-house prescriptive food pantry; meaning, they have barriers which keep them obtaining healthy food on a regular basis. For our dental indigent care, Rodgers Health Center will provide comprehensive oral health care for indigent patients living in Jackson County, MO. Patients will receive instructions regarding oral health care and procedures, including treatment for gum disease, deep cleanings, filling cavities, brushing, flossing, and recommended follow-up care. Oral health care services will include a patient-specific combination of any of the following: examinations; emergency treatments; x-rays; teeth cleaning, sealants and fluoride treatments; fillings; crowns, bridges; root canals; full or partial dentures; tooth extractions (with the

Describe the benefits of this program to Jackson County Missouri: At Rodgers Health, we care for some of most medically and socially vulnerable individuals and families in Jackson County. Our patients, including racial and ethnic minorities, people with chronic diseases, the frail and elderly, and those whose families are economically disadvantaged, often have trouble accessing or paying for health and dental care. Access challenges include difficulty getting to a medical/dental office, prioritizing medical/dental care among basic needs of living, overcoming financial barriers, and navigating government assistance programs. At Cabot Westside Medical/Dental Practice, families receive quality medical/dental care başed on their ability to pay. Cabot Westside provides families with health and dental care close to home. 80% of those we cared for at Cabot in 2017 were Hispanic. Nearly all of the support staff and providers at Cabot are bi-lingual in English and Spanish.

Describe target population to be served: In calendar year 2017, Rodgers Health's Cabot Westside Medical, Dental & WIC Practice (Cabot Westside) cared for 3398 individuals; 78% of those individuals, or 2646 people, were residents of Jackson County. Only 4% of our patients had an annual household income more than 200% of the Federally Poverty Guidelines (\$50,200 for a family of four). Nearly 41% of Cabot Westside patients had no insurance of any kind. Of our patients at Cabot Westside, 80% were minorities. This included 67% Hispanic, 8% African American, 1% Asian/Pacific Islander and 4% other; 20% were Caucasian. 37% of those we cared for at Cabot were children under the age of 18. An additional 4% were seniors over the age of 65. 65% of our Cabot patients were female; 45% were male.

What are the qualifications for participants: At Rodgers Health's Cabot Westside Medical, Dental & WIC Practice, we serve all patients, regardless of ability to pay. Jackson County residents who present for care will be required to show proof of residence. Only Jackson County residents are eligible to have their care paid for via the Jackson County Outside Agency funding.

Check if your services are available to anyone: Yes

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 323

Number of participants from Other Areas: 0

Total Number of participants: 323

Westside Medical and Dental Indigent Care

Samuel U Rodgern Health Conter

Outcomes

Outcome: Improve overall health by providing medical and/or dental care for patients that are uninsured or under-insured.

How will outcome be measured: Total number of health care encounters of patients from Jackson County receiving medical and/or dental care compared to the total number of self-paid patients receiving medical/dental county-wide

Outcome: Provide oral health care to a predominant Spanish speaking population

How will outcome be measured: Number of patients from Jackson County receiving oral health care who self-identify as Hispanic compared to the total patients receiving care.

Outcome: Provide the diabetic patient, who has an A1c level of 9.0 or above, with education, non-perishable food and fresh fruits and vegetables.

How will outcome be measured: Total number of diabetic patients enrolled in the Prescriptive Food program with an A1c above 9.0 and showing a decrease in their A1c below 9.0 between January 1, 2019 to December 31, 2019.

Outcome: Prescribe food items through the Prescriptive Food pantry for patients with diabetes.

How will outcome be measured: Total number of patients from Jackson County enrolled in the prescriptive food program compared to the number of patients enrolled in the program over-all.

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

Budget as Awarded

Samuel U. Rodgers Health Center Cabot Westside Medical and Dental Indigent Care

Samuel U. Rodgers Health Center Cabot Westside Modical and Dental (ndigent Ca Apr 17, 2019 Page 4

Total 2019 Program Budget Award: \$72,000

Salaries						
Category	Job Title	Description of Position	Salary Awarded	Total Salary	Fringe Benefit	Fringe Awarded
Salary & Fringe Totals		THE RESERVE THE RE	\$0	\$0		\$0

Direct & Indirect Expenses						
Category	Name	Description	Amount Awarded	Total Expense		
Direct Client Services	Client Services (Meals, Pantry Item, Medical/Dental including Indigent Care, incentives)	Indigent Care for medical and dental services for Latino patients	\$72,000	\$72,000		
Total			\$72,000	\$72,000		

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$1,968,472
	\$222.91
	04%

2019 Jackson County Outside Agency Funding Proposal Budget as Awarded Samuel U. Rodgers Health Center Cabot Westside Medical and Dental Indigent Care

Document type: insurance Name: jackson-county-2018.pdf Samuel U. Rodgers Health Center Cabot Westside Medical and Dental Indigent C Apr 17, 2019 Page 5

Document type: 501

Name: irs-determination-letter.pdf

Document type: goodstanding

Name: certificate-of-good-standing-october-2018.pdf

Document type: registration

Name: annual-registration-for-samuel-u.rodgers-health-center.pdf

Document type: balance

Name: 06-fs-balance-sheet-august-31-2018.pdf

Document type: income

Name: 08-fs-income-statement-august-31-2018.pdf

Name: 07-fs-cash-flow-august-31-2018.pdf

Document type: irsw9 Name: <u>w-9-for-surhc-signed-by-bob-theis-1-23-18.pdf</u>

Document type: irs990 Name: <u>surhc-990-990-t-pdc.pdf</u>

Document type: taxreceipt

Name: personal-property-tax-receipts-for-2018-samuel-u.rodgers-health-center.pdf

Document type: audit

Name: samuel-u.rodgers-health-center-audit-long-report-2018.pdf

Document type: fourthquarter Name: final-report-cabot-westside-medical-and-dental.docx

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 Samuel Rodgers - Cabot Westside Health 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, Samuel Rodgers - Cabot Westside Health 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.)

under section 373.040, Maivio.)		
Authorized Representative's Signature Chief the Officer Title		Janelle Harver Jordan Printed Name 7-23-2019 Date
Subscribed and sworn before me this commissioned as a notary public with and my commission	in the Coun	ty of <u>Juckson</u> , 2019. I am ty of <u>Juckson</u> , State of
Signature of Notary	_	7/23 2019 Date
	12	CRYSTAL LEE Notary Public, Notary Seal State of Missouri

Commission # 18233236 My Commission Expires 06-26-2022