

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, **CARE CENTER D/B/A SWOPE RIDGE GERIATRIC CENTER 5900 SWOPE PARKWAY KANSAS CITY, MO 64130**, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Indigent Healthcare; 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 Indigent Healthcare, 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 **\$94,573.00** in quarterly installments of **\$23,643.25**, with the payment for the first quarter in advance upon execution of this Agreement; this is the ONLY payment

FILED
MAY 09 2019
MARY JO SPINO
COUNTY CLERK

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

**Care Center d/b/a Swope Ridge
Geriatric Center**
Larnell Smith
5900 Swope Parkway
Kansas City, MO 64130
(816) 333-2700

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 9 day of May, 2019.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

Jay D. Holden
County Counselor

By Frank White, Jr.
County Executive

ATTEST:

CARE CENTER D/B/A SWOPE RIDGE

GERIATRIC CENTER

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

By [Signature]
Title CEO/Administrator
Federal Tax 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 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 \$94,573.00, which is hereby authorized.

5-6-2019
Date


Director of Finance and Purchasing
Account No.002-7750-56789
77505019001 MC

2019 Jackson County Outside Agency Funding Proposal
Care Center of Kansas City d/b/a Swope Ridge Geriatric Center **Exhibit A**
Indigent Healthcare

Care Center of Kansas City d/b/a Swope Ridge Geriatric Center

Care Center of Kansas City d/b/a Swope Ridge Geriatric Center
Indigent Healthcare
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5900 Swope Parkway
Kansas City, MO 64130
(816) 333-2700 x658
www.srgc.org
fedtaxid: 43-1557555

Fiscal Year: May to April

GuideStar:

Mission: To provide long term skilled nursing services to the indigent population with a focus on residents of Kansas City and Jackson County.

Executive Director

President & CEO
Sidney Smith
(816) 333-2700
smiths@srgc.org

Contact Person

CFO
Larnell Smith
(816) 995-1046
smithL@srgc.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

2019 Jackson County Outside Agency Funding Proposal
Care Center of Kansas City d/b/a Swope Ridge Geriatric Center
Indigent Healthcare

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Agency Revenue Information

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	NFY Projected
Federal	Medicare & Federal Incentive		X	X	\$1,480,278	\$2,015,373
State	Medicaid		X		\$6,516,049	\$6,539,500
KCMO	Health Department			X	\$350,000	\$350,000
Donations	SR Foundation			X	\$18,036	\$18,145
Other	Building Rental Income & Misc		X		\$112,750	\$108,220

Please check if your agency has cash reserves:
What is the current balance? \$0

2019 Jackson County Outside Agency Funding Proposal Care Center of Kansas City d/b/a Swope Ridge Geriatric Center Indigent Healthcare

Care Center of Kansas City d/b/a Swope Ridge Geriatric Center
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Date Program was Initiated: 2010

What time period does this program run: All Year

Provide program description: 1. Provision of long term and skilled nursing care services to the medically indigent with a focus on residents of Jackson County and Kansas City, MO. 2. Provision of behavioral health services, including but not limited to substance abuse counseling, mental health care services and programming for dementia-related care for the medically indigent with a focus on residents of Jackson County and Kansas City, MO.

Describe the benefits of this program to Jackson County Missouri: Swope Ridge Geriatric Center serves as a home for upwards of 100+ Jackson County and/or Kansas City, MO residents who would otherwise present a financial and social services burden upon the county. As we have been forced to deny admission to referrals received for long-term care services to individuals exhibiting behavioral and mental health issues, Swope Ridge Geriatric Center is expanding our service offering to better provide care for this disenfranchised population. Services will include, substance abuse counseling, targeted behavioral health therapy and specialized care for patients presenting with dementia-related diagnoses.

Describe target population to be served: Medically indigent residents of Jackson County and Kansas City, MO who are in need of long-term or skilled nursing services. This includes not only individuals who are elderly or have disabilities, as has been our primary target over our 60+ year existence, but expanding services to a population of residents who admit with behavioral health needs. These needs may stem from untreated mental illness, substance abuse and/or other factors. Nevertheless, we have noticed more and more referrals from area hospitals, the Jackson County Public Administrator's office, the community and other healthcare providers seeking assistance with discharging patients with these needs and there not being enough services available to assist this population. Our goal is to fill that need. We have under-utilized space that can be easily retrofitted to allow for the care of this population.

What are the qualifications for participants: Participants are generally medically indigent, meeting CMS guidelines for Medicaid eligibility. Depending on age, dual eligibility of both Medicare and Medicaid is sometimes present. However, our population and referrals continue to skew younger than 60 years of age and mostly male. Swope Ridge Geriatric Center does not discriminate against any population. Qualification for admission centers on our ability to care for their needs, including clinical, physical and psychosocial.

Check if your services are available to anyone: Yes

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 152

Number of participants from Other Areas: 7

Total Number of participants: 159

2019 Jackson County Outside Agency Funding Proposal Care Center of Kansas City d/b/a Swope Ridge Geriatric Center Indigent Healthcare

Care Center of Kansas City d/b/a Swope Ridge Geriatric Center
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Outcomes

Outcome: 1. Additional admissions for behavioral health patients. 2. Increased independence/stability from admission to current. 3.Reintroduction of residents to community. 4. Additional admissions for long term and/or skilled nursing care. 5. Improved quality measures

How will outcome be measured: 1. # of admissions of Jackson County and/or KC residents 2. Use of the MDS (Minimum Data Set) submitted to CMS to document functionality improvement. 3. # of residents who admit back home to community. 4. # of admissions of Jackson County and/or KC residents 5. Through CMS reported data that tracks quality measures.

Is this program Health and Safety: Yes

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

What Jackson County Legislative Districts are served by this program:

District 2: Yes

At-large District 2: Yes

**2019 Jackson County Outside Agency Funding Proposal
Budget as Awarded
Care Center of Kansas City d/b/a Swope Ridge Geriatric Center
Indigent Healthcare**

Care Center of Kansas City d/b/a Swope Ridge Geriatric Center
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Total 2019 Program Budget Award: \$94,573

Salaries						
Category	Job Title	Description of Position	Salary Awarded	Total Salary	Fringe Benefit	Fringe Awarded
Salary & Fringe Totals			\$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 Long-Term Care Services	\$94,573	\$7,417,262
Total			\$94,573	\$10,669,598

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$300,000
Cost/Participant	\$1,973.68
JACO Funding/Total Program Cost	32%

**2019 Jackson County Outside Agency Funding Proposal
Budget as Awarded
Care Center of Kansas City d/b/a Swope Ridge Geriatric Center
Indigent Healthcare**

Document type: goodstanding
Name: [2018-mo-goodstanding.pdf](#)

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Document type: registration
Name: [2018-annualregistration.pdf](#)

Document type: balance
Name: [2018-fye-balancesheet.pdf](#)

Document type: income
Name: [2018-fye-incomestatement.pdf](#)

Document type: cashflow
Name: [2018-fye-cashflowstatement.pdf](#)

Document type: insurance
Name: [2018-certificateofliabilityinsurance.pdf](#)

Document type: 501
Name: [2018-exemptionletter.pdf](#)

Document type: irs990

Name: [care-center-of-kc-990-pdc.pdf](#)

Document type: irsw9

Name: [carecenterofkc-w9.pdf](#)

Document type: taxreceipt

Name: [carecenterofkc-jacksonco-recpt.pdf](#)

Document type: audit

Name: [care-center-of-kansas-city-dba-swope-ridge-geriatric-center-report.pdf](#)

Document type: annualreport

Name: [2019-annual-report.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 **Care Center d/b/a 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, **Care Center d/b/a 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.)

[Signature]
Authorized Representative's Signature
Chief Executive Officer & Administrator
Title

Sidney Smith
Printed Name
4/30/2019
Date

Subscribed and sworn before me this 30th day of April, 2019. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 9/13/2022.

[Signature]
Signature of Notary

4/30/19
Date

