

COOPERATIVE AGREEMENT

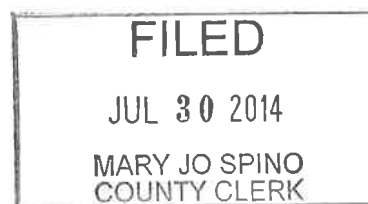
THIS AGREEMENT, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **SWOPE HEALTH SERVICES, 3801 BLUE PARKWAY, KANSAS CITY, MO 64130**, 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 Low Birth Weight Program. The Low Birth Weight Program provides for a variety of services including, but not limited to, education and outreach for prenatal care, preconception planning, teen education on reproductive and STD issues, and prenatal and post-partum care, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The budget Organization submitted as part of Exhibit A is considered final and non-changeable. 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 31, 2014. 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 **\$106,000.00** in quarterly installments of **\$26,500.00**, 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, 2014, and shall continue until December 31, 2014, 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. 12th Street, Suite 100
Kansas City, MO 64106

Swope Health Services
~~Mark Miller, Director of 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 30th day of July, 2014.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



W. Stephen Nixon
County Counselor

By 

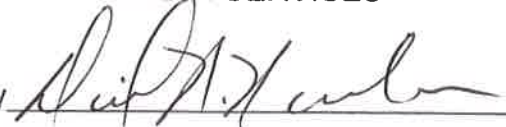
Michael D. Sanders
County Executive

ATTEST:

SWOPE HEALTH SERVICES



Mary Jo Spino
Clerk of the Legislature

By 

Title President/Chief Executive officer
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 \$106,000.00, which is hereby authorized.



Date



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



LOW BIRTHWEIGHT PROGRAM

Res. 18359 Exhibit A

OUTSIDE AGENCY FUNDING REQUEST FORM 2014 BUDGET

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

Email: auditor@jacksongov.org

Section A: Organization or Agency Information page 1
Section B: Agency's 2013 and 2014 Revenue Information page 2
Section C: Individual Program Budget page 3
Section D: Program Information pages 4 - 8
Section E: Summary of Request by Program page 9

Section A: Organization or Agency Information

Name: Swope Health Services

Address: 3801 Blue Parkway; Kansas City, Missouri Zip Code: 64130

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

Website Address: www.swopecommunity.org www.swopehealth.org

Federal Tax ID No: 43-0957840 Fiscal Year Cycle: 2014

Executive Director: Dave Barber

Name and Title of Principal Contact Person: Narasoth Chintala, MD Chief Medical Officer
Mark Miller, Director of Behavioral Health

Phone No: 816-923-5800 Email Address: nchintala@swopehealth.org
miller@swopecommunity.org

Submittal of this request has been authorized by: [Signature] Dave Barber, CEO Swope Health Services

Date:

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KANSAS CITY, MISSOURI

Section B: Agency's 2013 and 2014 Revenue Information

Agency's 2014 Projected Revenue Information

Funding Entity	Agency's 2014 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal	HHS Federal Funding, HUD	\$ 7,507,290	18
State	Primary Care Grant, MPCA, Family Health Council	\$ 4,110,918	10
Jackson County	Mental Health Levy, COMBAT, Outside Agency Fu	\$ 1,924,869	5
Other Counties		\$ -	0
City	Health Levy, Homeless SHP	\$ 1,250,417	3
Charity/Donations	United Way, Reach, Susan Komen, Wyandotte He	\$ 564,700	1
Fundraisers		\$ -	0
Other	WIC, Insurance Medicaid, Medicare, third party	\$ 26,818,968	64
2014 Total Projected Revenue		\$ 42,177,162	

Agency's 2013 Revenue Information

Funding Entity	Agency's 2013 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	HHS Federal Funding, HUD	\$ 7,639,978	18
State	Primary Care Grant, MPCA, Family Health Council	\$ 4,204,563	10
Jackson County	Mental Health Levy, COMBAT, Outside Agency Fu	\$ 1,716,101	4
Other Counties		\$ -	0
City	Health Levy, Homeless SHP	\$ 1,250,417	3
Charity/Donations	United Way, Reach, Susan Komen, Wyandotte He	\$ 768,211	2
Fundraisers		\$ -	0
Other (please list)	WIC, Insurance Medicaid, Medicare, third party	\$ 25,787,469	62
2013 Total Revenue		\$ 41,366,739	

If your agency received funding from Jackson County in 2013, please identify the funding source, amount and program name below.

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"/>	\$ 1,297,950	MHC & General Serv
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 320,919	MHC, Chronic Care, Low E
2013 Total Jackson County Funding			\$ 1,924,869	

Did your agency receive funding or resources in 2013 from either of the following?

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

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Section C: 2014 REVISED Program Budget

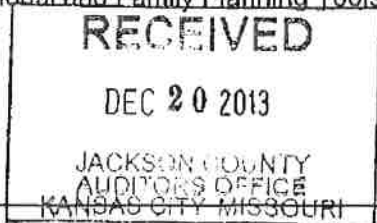
Complete a separate program budget for each program your agency is applying for funding.

Agency Name: Swope Health Services

Program Name: Low Birth Weight

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
RN	\$ 58,061	100%	\$ 58,061
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 58,061
Total Fringe Benefits			\$ 16,838
Total Personal Services			\$ 74,899
Contractual Services			
Staff Development/Training			\$ 500
			\$ -
			\$ -
			\$ -
Occupancy (Share of Telephone, Utilities, Space, Environmental Services)			\$ 11,623
Indirect Costs (12% of Direct Costs)			\$ 11,357
Total Contractual Services			\$ 23,480
Supplies			
Medical Supplies			\$ 6,621
Educational and Family Planning Tools and Materials			\$ 1,000
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 7,621

Total Program Request \$ 106,000



Section D: 2014 Program Information

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

Agency Name: Swope Health Services

Program Name: Low Birth Weight

Proposed Program

Detail functions to be performed by each program.

The purpose of this request is for funding to support Swope Health Services' (SHS) Low Birth Weight Program. With the assistance of funding from Jackson County, SHS was able to hire a full time Registered Nurse, who will, in collaboration with a SHS Physician perform Prenatal and Family Planning services. This care team will perform these duties at Swopes' satellite facilities located in Jackson County. They will perform a variety of services to include, but are not limited to: education and outreach to avoid delays in initiation of prenatal care and decrease missed appointments; preconception planning and birth spacing education (birth spacing of at least 15 months following delivery); teen and adult education on reproduction and STD issues. This program includes outcomes metrics in regard to: 1. Prenatal care and education according to ACOG guidelines for the appropriate trimester. 2. Number of low birth weight babies born among total deliveries. 3. Percent of women receiving care in the first trimester. 4. Percent of clients not having a positive pregnancy test within the 15 months following initiation of contraceptive measures.

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Section D: 2014 Program Information

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

Agency Name: Swope Health Services

Program Name: Low Birth Weight

Participants	
Identify the number of participants by County that each program serves.	
Jackson, MO	Potentially Eligible Participants - 12,278
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	

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

Swope Health Services primary target population for this program are all female patients between the ages of 13 - 45. Male participants are also being served in relationship to preconception, contraceptive and STD education as well as treatment. Patients, among this population, tend to have high rates of chronic disease such as diabetes, heart disease and obesity which are validated by SHS demographic data. Additionally, and more significantly, low birth weights and higher than average teen pregnancies occur among our target population when compared to other areas of Jackson County.

Would you provide these services to anyone at your door?	Answer: Yes
Is anyone denied services?	Answer: No
What level of indigents (below poverty level) do you serve?	50%
Please classify your program from the following types by percentage of your agency's overall service	
Senior Program	0 %
Indigent Program (Below Poverty Level)	1 %
Senior Indigent Program	0 %

What criteria do you have for the clients you serve?

Swope Health Services, as a federally qualified health center provides medical, dental and behavioral health services to all patients and clients regardless of their ability to pay. Services are provided on a sliding fee scale.

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Section D

JACKSON COUNTY

AUDITOR'S OFFICE

KANSAS CITY, MISSOURI

Section D: 2014 Program Information

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

Agency Name: Swope Health Services

Program Name: Low Birth Weight

Service Delivery Area

Identify your specific geographic service delivery area for each program.

The service delivery for the Low Birth Weight program is defined as Kansas City, MO. The Swope Health Services satellite clinics within Jackson County will be the target area.

Fund Separation

Indicate what measures your agency will take to ensure that funds received from Jackson County will be utilized for the benefit of Jackson County residents.

Swope Health Services will ensure that all funds received from Jackson County are used for the benefit of Jackson County residents. This fund separation is/will be achieved by tracking each patient by zip code of origin. Our practice management system allows staff to register patient with the inclusion of their zip code. Patients living in the targeted zip codes will be afforded the opportunity to receive prenatal and Family planning services as funded by this grant. It is significant to note that no patients will be turned away - those patients requiring these services and who live outside of Jackson County will be billed, as appropriate, to Swope's other funding sources.

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Section D

JACKSON COUNTY
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KANSAS CITY, MISSOURI

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.)

Robin S. Wheeler
Authorized Representative's Signature
Vice President, Human Resources
Title

Robin Wheeler
Printed Name
July 7, 2014
Date

Subscribed and sworn before me this 7th day of July, 2014. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on October 12, 2015.

Kimberly A. Guyton
Signature of Notary

July 7, 2014
Date



KIMBERLY A. GUYTON
My Commission Expires
October 12, 2015
Clay County
Commission #11422300