

COOPERATIVE AGREEMENT
(Chronic Disease Management)

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

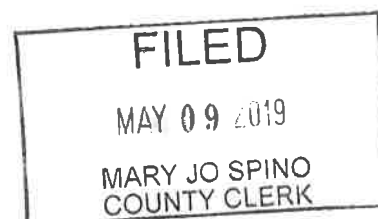
WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Chronic Disease Management; and,

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 Chronic Disease Management, 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.



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

Swope Health Services
Naimish Patel
3801 Blue Parkway
Kansas City, MO
(816) 922-7645

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 9th day of May, 2019.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI



County Counselor

By 

Frank White, Jr.
County Executive

ATTEST:



Mary Jo Spino
Clerk of the Legislature


SWOPE HEALTH SERVICES
By 

Title 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 \$72,561.00, which is hereby authorized.

5-6-2019
Date


Director of Finance and Purchasing
Account No.002-7601-56789
76012019004MR

**2019 Jackson County Outside Agency Funding Proposal
Swope Health Services
Chronic Disease Management**

Exhibit A

Swope Health Services
Chronic Disease Management
Apr 10, 2019
Page 1 

Swope Health Services

3801 Blue Parkway
Kansas City, MO 64130
(816) 923-5800
www.swopehealth.org
fedtaxid: 43-0957840

Fiscal Year: January to December

GuideStar: 7008186144

Mission: Swope Health Services improves the health and wellness of the community by delivering accessible, quality, comprehensive patient care.

Executive Director

Chief Executive Officer
David Barber
(816) 599-5550
dbarber@swopehealth.org

Contact Person

Chief Financial Officer
Naimish Patel
(816) 599-5552
npatel@swopehealth.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
Swope Health Services
Chronic Disease Management

Swope Health Services
Chronic Disease Management
Apr 10, 2019
Page 2

Agency Revenue Information

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	NFY Projected
Federal	U.S. Department of Health and Human Services			X	\$10,623,351	\$10,460,386
State	MPCA, DMH, WIC, & KDHE			X	\$23,473,001	\$24,157,518
KCMO	Health Levy			X	\$1,940,841	\$1,698,236
United Way	United Way			X	\$20,000	\$20,000
Other	WHF, MCHC, Walgreens 340B, Net Patient Care			X	\$20,092,217	\$15,491,188
Children Services Fund	Children's Services Fund			X	\$169,500	\$149,500
COMBAT	COMBAT			X	\$142,500	\$142,500
Mental Health Levy	Mental Health Levy			X	\$1,024,041	\$1,025,000
Outside Agency	HCH, CDM, MHC & LBW			X	\$254,188	\$0

Please check if your agency has cash reserves:
What is the current balance? \$4,463,161

2019 Jackson County Outside Agency Funding Proposal

Swope Health Services

Chronic Disease Management

Date Program was Initiated: 2010

What time period does this program run: All Year

Provide program description: The purpose of Swope Health Services' (SHS') Chronic Disease Management (CDM) Program is to reduce the serious medical consequences of diabetes and other chronic illnesses. The Chronic Care Nurse Educator is critical to the ongoing, proven success of the CDM program. The Chronic Care Nurse Educator provides tailored patient education services to low-income, predominantly uninsured residents of Jackson County. While all persons with a chronic condition can receive services, most program participants experience hypertension, diabetes, heart disease, chronic respiratory disease (COPD, asthma) or a combination of these conditions. The Chronic Care Nurse Educator provides individualized education about techniques for managing the patient's chronic conditions) during multiple face-to-face and telephone encounters, including reinforcement to take medications as prescribed. These education sessions and telephone calls reinforce and emphasize information and recommendations from the patient's primary care provider, as well as clinical practice guidelines used by SHS medical providers. The CDM Nurse Educator currently spends one day per week at three SHS clinics in Jackson County: SHS-Central, SHS-Independence and SHS-Hickman Mills. Participants are initially referred to the CDM Nurse Educator by their provider. Once the patient has accepted services, the CDM Nurse Educator then works with the patient to schedule future appointments. All program participants complete at least three educational sessions, generally three to four weeks apart, with additional education sessions or phone calls occurring at the patient's discretion. Each CDM program participant receives an individualized book that defines what their chronic condition is, its symptoms, an explanations of the medications prescribed and lifestyle change recommendations about nutrition, physical activity and log sheets for patients to enter glucose or blood pressure measurements. Patients with multiple chronic disease diagnoses receive supplemental pages for their book. These "build-a-books" serve as a take home reference manual for participants as well as an easy method for patients to communicate with their provider and the Nurse Educator about their progress. In addition, the CDM Nurse Educator provides blood pressure monitors and glucose monitors, test strips and lancets for hypertensive and diabetic patients who would otherwise not be able to check their blood pressure or glucose levels outside of the clinic. The Nurse Educator ensures that patients are proficient in using these supplies.

Describe the benefits of this program to Jackson County Missouri: According to ExploreMOHealth.org, 12% of Jackson County residents have diabetes. Nearly 8% of county residents have chronic obstructive respiratory disease and an additional 9.6% of residents have asthma. Across the county, nearly 5% of residents have heart disease. Although statistics are dated, 32% of Jackson County residents report having been diagnosed with hypertension (KCHealthMatters.org). While all of these conditions can be treated with medications, the foundation of successful treatment is a change in health behavior. This change takes time, ongoing individualized education and assistance in setting goals as patients master successive steps in changing their lifestyle over time. According to the American Heart Association, the annual cost to health systems to treat individuals with hypertension is \$9,089: patients with hypertension pay \$1,920 more than those without hypertension for treatment (Journal American Heart Association 2018: 10.1161). Persons with diabetes can expect to pay \$9,600 annually for their diabetes care (Diabetes Care; March 2018), but the average cost to health systems is \$16,750 per patient. SHS' CDM Program assists patients in adhering to treatment recommendations and decreasing these costs by stabilizing patients' health status and avoiding hospitalizations and complications. The program cost of \$249.28 per person served through the Chronic Disease Management program is a small, but effective investment in supporting lifestyle change and improved self-management among persons with chronic illnesses, thereby preventing costly hospitalizations and rehabilitation services, costs likely to be borne by Jackson County's public health system.

Describe target population to be served: The Swope Health Services' Chronic Disease management program's target population is low-income patients with chronic illnesses residing in Jackson County that access care at our Central, Independence and Hickman Mills clinics. Although the clinics serve demographically different populations – for example 71% of Central patients are African American and 63% of Independence patients are Caucasian – many patients at all clinics have neglected their health for years due to poverty and arrive with complex treatment needs. Residents of the areas surrounding SHS clinics continue to have higher rates of emergency department and inpatient hospitalizations related to diabetes, hypertension and asthma compared to other residents statewide.

What are the qualifications for participants: Patients must have a diagnosis of hypertension, diabetes, hyperlipidemia, asthma or another chronic disease and be referred by their primary care provider.

Check if your services are available to anyone: Yes

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 559

Number of participants from Other Areas: 17

Total Number of participants: 576

2019 Jackson County Outside Agency Funding Proposal

Swope Health Services

Chronic Disease Management

Swope Health Services
Chronic Disease Management
Apr 10, 2019
Page 2

Outcomes

Outcome: 25% or more of patients with a hypertension diagnosis seen by the Nurse Educator will demonstrate controlled blood pressure, as evidenced by a reading of 140/90 or lower, during their last visit during the calendar year.

How will outcome be measured: By blood pressure data extracted from hypertension patients' electronic medical records.

Outcome: 35% or more of diabetic patients seen by the Nurse Educator will attain a Hemoglobin A1C of less than or equal to 9% by their last visit during the calendar year.

How will outcome be measured: By Hemoglobin A1C results extracted from diabetic patients' electronic medical records.

Outcome: 80% of patients with hyperlipidemia and/or heart disease seen by the Nurse Educator will have a lipid profile completed during the calendar year.

How will outcome be measured: By examination of patients' electronic medical records for the presence of lipid panel results.

Outcome: 80% of patients with a diagnosis of chronic respiratory disease (asthma, COPD) seen by the Nurse Educator will have a written action plan documented in their electronic medical record by the end of the calendar year.

How will outcome be measured: Through examination of asthma/COPD patients' electronic medical record for documentation of an action plan.

Outcome: 80% of patients with chronic kidney disease – a frequent result of hypertension and diabetes – will have a documented glomerular filtration rate (GFR) test documented in their medical record by the end of the calendar year.

How will outcome be measured: Through examination of chronic kidney disease patients' electronic medical record for documentation of a completed GFR test.

Is this program Health and Safety: Yes

Type of Service	<input type="checkbox"/>
Basic Needs	<input type="checkbox"/>
Educational	Yes
Emergency Assistance	<input type="checkbox"/>
Mental Health	<input type="checkbox"/>
Recreational	<input type="checkbox"/>
Support Services	Yes

What Jackson County Legislative Districts are served by this program:

At-large District 1: Yes

At-large District 2: Yes

At-large District 3: Yes

2019 Jackson County Outside Agency Funding Proposal Budget as Awarded Swope Health Services Chronic Disease Management

Swope Health Services
Chronic Disease Management
Apr 10, 2019
Page 4

Total 2019 Program Budget Award: \$72,561

Salaries						
Category	Job Title	Description of Position	Salary Awarded	Total Salary	Fringe Benefit	Fringe Awarded
Support Staff	Program Specialist	Chronic Disease Mgmt RN	\$72,523	\$73,002	Percentage of Benefit	\$38
Salary & Fringe Totals			\$72,523	\$73,002		\$38

Direct & Indirect Expenses				
Category	Name	Description	Amount Awarded	Total Expense
Total			\$0	\$48,826

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$139,348
Cost/Participant	\$249.28
JACO Funding/Total Program Cost	52%

2019 Jackson County Outside Agency Funding Proposal Budget as Awarded Swope Health Services Chronic Disease Management

Document type: goodstanding
Name: [certificate-of-good-standing-2018.pdf](#)

Swope Health Services
Chronic Disease Management
Apr 10, 2019
Page 5

Document type: registration
Name: [swopehealthservices-2017-2018-biennial-reg-report.pdf](#)

Document type: 501
Name: [federal-tax-exempt.pdf](#)

Document type: insurance
Name: [jackson-county-missouri-certificate-of-liability-insurance.pdf](#)

Document type: balance
Name: [2017-shs-balance-sheet.pdf](#)

Document type: income
Name: [2017-shs-income-statement.pdf](#)

Document type: cashflow
Name: [2017-shs-cash-flows-statement.pdf](#)

Document type: irsw9

Name: [02042019-signed-shs-w-9.pdf](#)

Document type: irs990

Name: [swope-health-services-2017-tax-return.pdf](#)

Document type: taxreceipt

Name: [2018-jackson-county-paid-tax-receipt.pdf](#)

Document type: fourthquarter

Name: [swopehealthservices-2018-chronicdiseasemanagement.pdf](#)

Document type: audit

Name: [swope-health-services-2017-rpt-final.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 **Swope Health Services**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Swope Health Services**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

David R. Barber
Authorized Representative's Signature
Chief Executive Officer
Title

David R. Barber
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 Clay, State of Missouri, and my commission expires on October 12, 2019.

Kimberly A. Guyton
Signature of Notary

April 30, 2019
Date

