

**NON-MUNICIPAL AGENCY
FUNDING AND SERVICES CONTRACT
CONTRACT NO. EV4569-1
HEALTH DEPARTMENT**

THIS CONTRACT (hereinafter referred to as "Contract") is entered into between KANSAS CITY, MISSOURI, a constitutionally chartered municipal corporation (City), and The Children's Mercy Hospital, a Missouri nonprofit corporation (Contractor), whereby Contractor shall provide primary, specialty, urgent and emergent, in-patient, and out-patient health care services to underserved residents of the City in accordance with the terms and conditions contained in this Contract.

**PART I
SPECIAL CONTRACT TERMS AND CONDITIONS**

Sec. 1. Sec. 1. Term of Contract. This Contract shall begin on the Effective Date and shall end no later than **April 30, 2027**. The Manager of Procurement Services Manager is authorized to enter into an amendment to extend the term of this Contract and time of performance for this Contract. The Effective Date of the Contract is the later of **May 1, 2026**, or the date of last required signature of this Contract.

Sec. 2. Compensation.

- A. **Maximum Compensation.** The maximum amount that City can pay Contractor under this Contract is **\$517,472.00** pursuant to the budget approved by City. Contractor shall invoice City for actual services performed under this Contract pursuant to the budget approved by the City. Upon approving the invoice, City shall remit payment.
- B. **Requests for Payment.** It shall be a condition precedent to payment of any invoice from Contractor that Contractor is in compliance with, and not in breach or default of, all terms, covenants and conditions of this Contract. All requests for payment must be supported and accompanied by full documentation of costs incurred by Contractor. Line-item changes within budget categories are permissible unless specifically prohibited by this Contract, but changes between categories must be submitted to the Director and approved in writing by the Director. Any budget category changes not approved may be disallowed by the City and not reimbursed to the Contractor. Contractor shall record all costs incurred in the performance of this Contract as they are incurred and shall report these costs in the monthly financial reports submitted to the City. No request for payment will be processed unless the request is in proper form, correctly computed, and is approved as payable under the terms of this Contract. No request for payment will be processed for any services performed by Contractor prior to the Effective Date of this Contract.
- C. **Payment Reductions.** Reporting requirement due dates are included with consideration for City reporting requirements. Delays in contracted reporting requirements submission can cause delays in other requirements. Failure on the part of Contractor to submit contracted reports by predetermined due dates may result in a payment reduction of five percent (5%) of the payment amount for every two (2) weeks the reporting is overdue. Contractor may request an extension of a due date, in writing, to the Budget and Contract Evaluation Committee of the Kansas City, Missouri Health Commission. All such requests may be made via the Director of Health or Designee. No payment reduction will occur pending the committee's decision to allow an extension of time for report submission. Information to be provided in the request includes the reason for the extension and an approximate date the required reports will be available.
- D. **Purchase orders.** City shall order all Services to be provided by Contractor under this Contract by means of a Purchase Order issued by the City's Manager of Procurement Services for which funds have been certified and encumbered by the City's Director of Finance. City shall not have any financial obligation to Contractor under this Contract until the City issues a Purchase Order to Contractor. Contractor shall not provide any services in excess of the dollar amount contained in any Purchase Order and Contractor shall not be entitled to any payment in excess of the dollar amount of the Purchase Orders from City.

Sec. 3. Responsibilities of Contractor.

- A. Contractor shall perform the Scope of Services listed on **Attachment A**
- B. Contractor shall submit as outlined in Attachment A, Section II Clinical Operational Performance Requirements.
- C. **General Terms**
 - a. Contractor agrees to maintain and operate ambulatory pediatric clinics offering services in pediatric medicine, as well as such laboratory and surgical services which can be accommodated by existing facilities; to arrange with other medical providers for treatment of patients that cannot be provided by the Contractor; and to prescribe patients' medicines necessary in the treatment of illness.
 - b. Contractor shall cooperate fully with the Director of Health or designee and comply with all sections of the Kansas City Code of General Ordinances, especially Section 34.53 (Report of Certain Diseases and Events required) and 34.54 (Report of Certain Conditions Required). For certain diseases and conditions that have less than 4 hours reporting requirement, the Contractor shall make the medical record(s) available within 4 hours of said verbal or written request. Failure to meet the above reporting requirements shall constitute breach of contract and the potential forfeiture of payments until rectified.
 - c. Contractor shall make the medical record(s) of Health Levy-eligible patients (as defined in Attachment A), available, except as otherwise prohibited by law, upon proper request of the Director of Health or designee within five (5) working days of said written request. Reviews will be conducted on site and no medical records will be removed from Contractor's premises.
 - d. Contractor shall receive at least two (2) monitoring visits by the Health Department per contract year to ensure compliance with all terms and intentions of the Health Levy contract. . If Contractor shall be in default or breach of any provision of this Contract, City may terminate this contract, suspend City's performance, withhold payment or invoke any other legal or equitable remedy after giving Contractor notice and opportunity to correct such default or breach. Contractors will be given two site visits to provide and implement corrective action plans if necessary to reach the 85% compliance rate of health levy eligible patients. Upon the third site visit, and still unable to reach the 85% compliance rate, the contract amount will be reduced by 10% and a corrective action plan will be required to be presented to the Health Department in-person. On the fourth consecutive site visit, if the contractor fails to reach 85% compliance, the contract will be reduced by 20% and the SNP will be required to attend a hearing with Department Officials.
 - e. Contractor agrees that it shall, to the extent of its resources as defined by Contractor, assist the Health Department in disease surveillance among its patient population for epidemiological purposes. The City agrees to provide epidemiological assistance and expertise to Contractor in its role in providing community-based primary care.
 - f. Contractor agrees it shall fully cooperate with City, through the Health Department, and in accordance with the Health Insurance Portability and Accountability Act (HIPAA) and Health Information Technology for Economic and Clinical Health Act (HITECH) (collectively Privacy and Security Regulations), to validate performance data relative to performance measures for Health Levy- eligible Patients via medical record review using a random sample of medical records from the current, or previous, contract year and/or a review by a third- party performance auditing agency. Reviews will be conducted on site and no medical records will be removed from the Contractor's premises. Review may be completed through services of a third-party, independent auditing firm and scope of review will be limited to documentation and processes required in this contract.
 - 1. Findings or failures to provide required documentation require submission of a corrective action plan by Contractor to City (Budget and Contract Committee) within 60 days from the submission of audit/review findings.
 - 2. City reserves the right to audit Contractor no sooner than six (6) months after implementation of corrective action plan to determine if corrective action has been successful.
 - 3. City reserves the right to withhold payment to Contractor if repeat findings occur on second review.

- g. Contractor is encouraged to implement, if not already in process or implemented, the Primary Medical Home Model (also known as the Patient- Centered Medical Home Model). The Primary Medical Home Model (PMH) is a team-based health care delivery model, led by a physician, physician's assistant or nurse practitioner providing continuous, comprehensive care coordination to maximize health outcomes for patients.
- h. City and Contractor agree to abide by the laws and regulations pursuant to Federal privacy protections, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Sec. 4. Notices. All notices required by this Agreement shall be in writing sent to the following:

City: City of Kansas City, Missouri
A. Phillip Asante, Chief Procurement Officer
Attn: Procurement Service Division
414 E. 12th Street, 1st Floor, Room 102W
Kansas City, MO 64106
Phone: (816) 513-0798
Albert.asante@kcmo.org
PS-purchasing@kcmo.org

Contractor: The Children's Mercy Hospital
Dallas Polen, VP of Government Relations
2401 Gillham Road
Kansas City, MO 64108
(816) 701-4365
dapolen@cmh.edu

With a copy to:
The Children's Mercy Hospital
Office of the General Counsel/Risk Management
2401 Gillham Road
Kansas City, MO 64108

All notices are effective when a) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail, b) delivered in person, c) upon receipt after dispatch by registered or certified mail, postage prepaid, d) on the next business day if transmitted by overnight courier (with confirmation of delivery), or e) three business days after the date of mailing, whichever is earlier.

Sec. 5. Merger. This Contract consists of Part I, Special Contract Terms and Conditions and any Attachments and any documents incorporated by reference; and Part II, Standard Terms and Conditions. This Contract, including any Attachments and incorporated documents, constitutes the entire agreement between City and Contractor with respect to this subject matter.

Sec. 6. Conflict Between Contract Parts. In the event of any conflict or ambiguity between the Special Contract Terms and Conditions of Part I and the Standard Terms and Conditions of Part II of this Contract, Part I will be controlling.

Sec. 7. Insurance.

- A. Contractor shall procure and maintain in effect throughout the duration of this Contract, insurance or self-insurance coverage not less than the types and amounts specified in this section. In the event that additional insurance, not specified herein, is required during the term of this Contract, Contractor shall supply such insurance at City's cost.
 - a. Commercial General Liability coverage: with limits of \$1,000,000 per occurrence and \$2,000,000 aggregate, written on an "occurrence" basis. The policy shall be written or endorsed to include the following provisions:
 - 1. Severability of Interests Coverage applying to additional insureds

2. Contractual Liability
 3. Per Project Aggregate Liability Limit or, where not available, the aggregate limit shall be \$2,000,000
 4. No Contractual Liability Limitation Endorsement
 5. Additional Insured Endorsement, ISO for CG20 10, current edition, or its equivalent
- b. Workers' Compensation Insurance and: as required by statute, including Employers Liability with limits of:
1. Workers' Compensation Statutory
 2. Employers Liability \$100,000 accident with limits of: \$500,000
 3. Disease-policy limit \$100,000 disease-each employee
- c. Commercial Automobile Liability Insurance Policy: with a limit of \$1,000,000 per occurrence, covering owned, hired, and non-owned automobiles. The Policy shall provide coverage on an "any auto" basis and on an "occurrence" basis. This insurance policy will be written on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles, as to acts done in connection with the Contract, by Contractor.
- d. Medical Professional Liability Insurance: Medical Professional Liability Insurance or self-insurance with limits per claim and annual aggregate of \$2,000,000.
- e. Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties as well as credit monitoring expenses.
- B. The Commercial General and Automobile Liability Insurance coverage specified above shall provide that City and its agencies, agents, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Contract. Contractor shall provide to City at execution of this Contract a certificate of insurance showing all required endorsements and additional insureds.
- C. All commercial insurance coverage must be provided by insurance companies that have an A.M. Best's rating of A-,V or better, and are licensed or approved by the State of Missouri to provide insurance in Missouri. Coverage provided by a program of self-insurance shall be exempt from this requirement.
- D. Regardless of any approval by City, Contractor shall maintain the required insurance coverage in force at all times during the term of this Contract. Contractor's failure to maintain the required insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to this Section of this Contract. In the event Contractor fails to maintain the required insurance coverage in effect, City may declare Contractor in default.
- E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.
- F. Contractor's failure to maintain the required insurance or self-insurance coverage will not relieve Contractor of its contractual obligation to indemnify the City pursuant to Sections 1 and 2 of Part II. If the coverage afforded is cancelled or materially changed or its renewal is refused, and replacement insurance coverage meeting the insurance requirements stated herein is not secured, Contractor shall give at least thirty (30) days prior written notice to City. In the event of Contractor's failure to maintain the required insurance in effect, City may order Contractor to immediately stop work, and upon ten (10) days' notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.
- G. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official

immunities and protections as provided by the federal and state constitutions of law.

Sec. 8. Special Provisions.

- A. The City reserves the right to proportionally adjust the Health Levy allotment (**\$500,105.00**) to reflect the revised estimated revenue to be generated by the Health Levy during the City's 2027 fiscal year. Payments due and paid February 2027, or after may reflect this adjustment. City will notify Contractor in writing prior to any adjustments.
- B. The City of Kansas City, Missouri is the payor of last resort. Contractor shall utilize the dollars from the Contract only after all other funding sources (excluding the Contractor's financial assistance policy) for payment and collection efforts are exhausted.
- C. Dollars from this Contract shall be used to aid or assist in paying underserved patients care costs, as defined in **Attachment A**, Scope of Services, who are verified residents of Kansas City, Missouri. The Contractor shall not report encounters as qualifying for City Health Levy funds for non-Kansas City, Missouri or non-verified Kansas City, Missouri residents. In cases where the patient or members of the patient's household are unable to pay for care, Contractor will provide such care regardless of any balances owed to the Contractor for other services received by the underserved patient or other household members.
- D. Contractor will accept and honor referrals from the Health Department for follow-up care and treatment of patients with a positive blood lead test. Contractor will bill insurance or other payor as appropriate, and in cases where the patient or members of the patient's household are unable to pay for care, will provide such care regardless of any balances owed the Contractor for other services received by the patient or other household members.
- E. Contractor will accept and honor referrals from the Health Department for follow-up care and treatment of KCHD patients.
- F. Contractor agrees to provide child immunization services to patients and will provide child immunizations regardless of the patient's ability to pay or any balances owed to Contractor for other services provided to the patient or other household members. Contractor may opt to refer patients to City for child immunization services if not able to provide the service at Contractor's facility.
- G. Contractor agrees to provide walk-in HIV and STI Testing Services in addition to any primary care visits regardless of the patient's ability to pay or any balances owed to Contractor for other services provided to the patient or other household members
- H. Contractor agrees to provide testing of pregnant women syphilis according to the Centers for Disease Control and Prevention (CDC) guidelines including 3-time testing across the duration of pregnancy, and treatment of pregnant women who test positive for syphilis, regardless of the patient's ability to pay, to cover the cost of this test or additional tests not covered by medical insurance including Medicaid regardless of trimester, or any balances owed to Contractor for other services provided to the patient or other household.
- I. Contractor agrees to ensure all new HIV cases are reported to KCHD Ryan White Linkage to Care System.
- J. Contractor shall provide language accommodations for non- English speaking patients.
- K. Contractor agrees to send appropriate staff to training with KCHD to ensure staff and providers are aware and familiar with the Linkage to Care referral process.
- L. Contractor agrees to have all appropriate staff trained on the expectations of this contract.
- M. Contractor agrees to maintain a process of verification of an underserved patient's residence and income eligibility to receive Health Levy funds. Acceptable proof of residency documents may include but is not limited to utility bills, rental/lease agreements, home sales contract, business mail, referral or other mail from state or local agencies. Acceptable proof of income documents may include but is not limited to check stubs, financial paperwork signed and dated by an employer, and tax forms. The paperwork must be dated three hundred sixty-five (365) days prior to the date of service. In the case of a homeless/houseless patient, a letter from a homeless shelter or agency serving the houseless population or other reasonable housing status documentation used for verifying residency is acceptable in addition to self-attestation of income at zero up three hundred sixty-five (365) days prior to the date of service.
- N. Contractor's financial assistance policy shall be received by execution of the Contract. Contractor will notify the City of any material change to the policy within 30 days.

- O. Contractor's charity care policy shall be received by **May 16, 2026** or upon execution of the Contract, whichever is later. Contractor will notify the City of any material change to the policy within 10 days. For the 2027 fiscal year, the Contractor shall provide the following information as applicable:
- a. Fee schedule, sliding fee and service fee policy
 - b. The Collection policy;
 - c. The charity care policy and all documents used to determine patient indigence; and
 - d. The proof of residency and proof of income policy for patients classified as underserved residents of Kansas City, Missouri.
- P. Contractor agrees to inform Health Levy-eligible patients during financial counseling that part of their care is funded by the City of Kansas City, Missouri. This may also be vastly/clearly posted in your patient intake area where it can be seen by ALL patients or printed in the materials received by the patient during registration or discharge.
- Q. Contractor agrees to report all immunizations to the State of Missouri for inclusion into the Missouri state database in a timely manner-at least weekly.
- R. Contractor agrees to inform the Health Department immediately if they are not accepting new patients at any time during the contract period. This notification shall be written and sent to the Director of Health and the Office of Policy and Planning.
- S. Contractor agrees to hold at least two (2) community outreach events that are educational or clinical for the underserved patient population during the contract period. Contractor agrees to provide the City with notification of these events at least 1 week prior to the start of the event(s).
- T. Contractor agrees to provide KCHD with electronic access or contact information for at least two people that KCHD clinical staff can contact for medical records information of KCHD patients (e.g., chest x-rays). Contractor agrees that response to these requests will be accomplished within 30 minutes.
- U. The Contractor agrees to work collaboratively with the City to: -
- a. Identify opportunities to increase interoperability between hospital electronic medical records and City data systems to improve the consistency of reporting information intended to improve access and assure quality.
 - b. Evaluate opportunities to develop systems to improve screening Health Levy- eligible patients' residency and income;
 - c. Evaluate opportunities to report by demographic information in relationship to generic diagnosis code in support of health needs assessment of the underserved population.
 - d. Evaluate opportunities to assess prenatal care by evaluating medical appointment time from date of first request to date of actual appointment
- V. Contractor agrees to attend and participate in an at least annual meeting with the Director of Health and all Safety Net Providers. At least one of the attendees, shall have organizational decision-making authority for the Contractor.
- W. If Contractor provides care for pregnant or postpartum women, Contractor agrees to ensure: 100% of clinical staff complete implicit bias training that is specifically tailored for health care providers. Pregnant/postpartum patients who cannot pay a copay receive services under the Health Levy.
- X. For providers who are providing pre/post-partum care, Health Levy eligible pregnant women requesting a prenatal visit in their first trimester receive the visit in the first trimester.
- Y. For providers who are providing pre/post-partum care, Health Levy eligible pregnant/post-partum patients are scheduled for pre/post-partum appointments according to The American College of Obstetricians and Gynecologists (ACOG) recommendation

Sec. 9. Sec. 9. Attachments to Part I. The following documents are attachments to Part I of this Contract and are attached hereto and incorporated herein by this reference:

Attachment A	Scope of Services
Attachment B	Compensation Schedule
Attachment C	Projected Annual Safety Net Provider/Health Levy Review Schedule
Attachment D	Contract Escalation Contacts

THIS CONTRACT CONTAINS INDEMNIFICATION PROVISIONS

Business Entity Type:

- Missouri Corporation
- Foreign Corporation
- Fictitious Name Registration
- Sole Proprietor
- Limited Liability Company
- Partnership
- Joint Adventure (Joint Venture)
- Other (Specify): _____

CONTRACTOR

I hereby certify that I have authority to execute this document on behalf of Contractor

Contractor: _____

By:

Title: _____

Date: _____

(Affix Corporate Seal)

KANSAS CITY, MISSOURI

By: _____

Title: _____

Date: _____

Approved as to form:

Assistant City Attorney

**PART II
STANDARD TERMS AND CONDITIONS**

Sec. 1. Indemnification: Definitions

- A. For purposes of this Section 1 only, the following terms shall have the meanings listed:
- a. **Claims** means all claims, damages, liability, losses, costs and expenses, court costs and reasonable attorneys' fees, including attorneys' fees incurred by the City in the enforcement of this indemnity obligation.
 - b. **Contractor's Agents** means Contractor's officers, employees, subconsultants, subcontractors, successors, assigns, invitees, and other agents.
 - c. **City** means City and its agents, officials, officers and employees.
- B. Contractor's obligations under this Paragraph with respect to indemnification for Contractor's acts or omissions, shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this Contract in its contract price.
- C. Contractor shall defend, indemnify and hold harmless City from and against all claims arising out of or resulting from all acts or omissions in connection with this Contract caused in whole or in part by Contractor or Contractor's Agents, Contractor is not obligated under this Section to indemnify City for the wrongful or negligent acts of City or its employees or agents.
- D. Nothing in this section shall apply to indemnification for professional negligence which is specified in a separate provision of this Contract.
- E. In no event shall the language in this Section constitute or be construed as a waiver or limitation of the City's rights or defenses with regard to sovereign immunity, governmental immunity, or other official immunities and protections as provided by the federal and state constitutions or by law.

Sec. 2. Indemnification for Professional Negligence.

If this contract is for professional services, Contractor shall indemnify, and hold harmless City and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys'

fees arising out of any negligent acts or omissions in connection with this Contract, caused by Contractor, its employees, agents subcontractors, or caused by others for whom Contractor is liable, in the performance of professional services under this Contract. Contractor is not obligated under this section to indemnify City for the negligent acts of City or any of its agencies, officials, officers, or employees.

Sec. 3. Independent Contractor.

Contractor is an independent contractor and is not City's agent. Contractor has no authority to take any action or execute any documents on behalf of City.

Sec. 4. Insurance (Intentionally Omitted).

Sec. 5. Governing Law.

This Contract shall be construed and governed in accordance with the laws of the State of Missouri without giving effect to Missouri's choice of law provisions. The City and Contractor: (1) submit to the jurisdiction of the state and federal courts located in Jackson County, Missouri; (2) waive any and all objections to jurisdiction and venue; and (3) will not raise forum *non conveniens* as an objection to the location of any litigation.

Sec. 6. Compliance with Laws.

Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Contract.

Sec. 7. Termination for Convenience.

- A. Either party may, at any time upon thirty (30) days prior written notice to the other party specifying the effective date of termination, terminate this Contract, in whole or in part. If this Contract is terminated, City shall be liable only for payment for services rendered before the effective date of termination. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.
- B. If this Contract is terminated prior to Contractor's completion of services, all work or materials prepared or obtained by Contractor pursuant to this contract shall become City's property.
- C. If this Contract is terminated prior to Contractor's completion of the services to be performed hereunder, Contractor shall return

to City any sums paid in advance by City for services that would otherwise have had to be rendered between the effective date of termination and the original ending date of the Contract. Contractor shall prepare an accounting of the services performed and money spent by Contractor up to the effective date of termination and shall return to City any remaining sums within thirty (30) days of such date.

Sec. 8. Default and Remedies.

If either party shall be in default or any breach of any provision of this Contract, the other party may terminate this Contract, suspend performance, withhold payment or invoke any other legal or equitable remedy after giving the breaching party written notice of at least fifteen (15) days and the opportunity to correct such default or breach.

Sec. 9. Waiver

Waiver by either party of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Contract can be waived except by written consent of both parties, and forbearance or indulgence by either party in any regard whatsoever shall not constitute a waiver of same to be performed by the other party to which the same may apply and, until complete performance by such party of the term, covenant or condition, either party shall be entitled to invoke any remedy available to it under this Contract or by law despite any such forbearance or indulgence.

Sec. 10. Modification.

Unless stated otherwise in this Contract, no provision of this Contract may be waived, modified or amended except in writing signed by both parties.

Sec. 11. Headings; Construction of Contract.

The headings of each section of this Contract are for reference only. Unless the context of this Contract clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

Sec. 12. Severability of Provisions.

Except as specifically provided in this Contract, all of the provisions of this Contract shall be severable. In

the event that any provision of this Contract is found by a court of competent jurisdiction to be unconstitutional or unlawful, the remaining provisions of this Contract shall be valid unless the court finds that the valid provisions of this Contract are so essentially and inseparably connected with and so dependent upon the invalid provision(s) that it cannot be presumed that the parties to this Contract could have included the valid provisions without the invalid provision(s); or unless the court finds that the valid provisions, standing alone, are incapable of being performed in accordance with the intentions of the parties.

Sec. 13. Records.

- A. For purposes of this section:
 - a. "City" shall mean the City Auditor, the City's Internal Auditor, the city's Director of Civil Rights and Equal Opportunity Department, the City Manager, the City department administering this Contract and their delegates and agents.
 - b. "Record" shall mean any document, book, paper, photograph, map, sound recordings or other material, regardless of physical form or characteristics, made or received in connection with this Contract and all Contract amendments and renewals.
- B. Contractor shall maintain and retain all Records for a term of five (5) years that shall begin after the expiration or termination of this Contract and all Contract amendments. City shall have a right to examine or audit all Records and Contractor shall provide access to City of all Records upon ten (10) days written notice from the City.
- C. The books, documents and records of Contractor in connection with this Contract shall be made available to the City Auditor, the City's Internal Auditor, the City's Director of Civil Rights and Equal Opportunity Department and the City department administering this Contract within ten (10) days after the written request is made.

Sec. 14. Affirmative Action.

If this Contract exceeds \$300,000.00 and Contractor employs fifty (50) or more people, Contractor shall comply with City's Affirmative Action requirements in accordance with the provisions of Chapter 3 of City's Code, the rules and regulations relating to those sections, and any additions or amendments thereto; in executing any Contract subject to said provisions, Contractor warrants that it has an affirmative action program in place and will maintain the affirmation action program in place for the duration of the Contract. Contractor shall not discriminate against any employee or applicant for employment because

of race, color, sex, religion, national origin or ancestry, disability, sexual orientation, gender identity or age in a manner prohibited by Chapter 3 of City's Code. Contractor shall:

- A. Execute and submit the City of Kansas City, Missouri CREO Affirmative Action Program Affidavit warranting that the Contractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the Contract.
- B. Submit, in print or electronic format, a copy of Contractor's current certificate of compliance to the City's Civil Rights and Equal Opportunity (CREO) prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two calendar years. If, and only if, Contractor does not possess a current certification of compliance, Contractor shall submit, in print or electronic format, a copy of its affirmative action program to CREO prior to receiving the first payment under the Contract, unless a copy has already been submitted to CREO at any point within the previous two calendar years.
- C. Require any Subcontractor awarded a subcontract exceeding \$300,000.00 to affirm that Subcontractor has an affirmative action program in place and will maintain the affirmative action program in place for the duration of the subcontract.
- D. Obtain from any Subcontractor awarded a subcontract exceeding \$300,000.00 a copy of the Subcontractor's current certificate of compliance and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed. If, and only if, Subcontractor does not possess a current certificate of compliance, Contractor shall obtain a copy of the Subcontractor's affirmative action program and tender a copy of the same, in print or electronic format, to CREO within thirty (30) days from the date the subcontract is executed.
- E. City has the right to take action as directed by City's CREO Department to enforce this provision. If Contractor fails, refuses or neglects to comply with the provisions of Chapter 3 of City's Code, then such failure shall be deemed a total breach of this Contract and this Contract may be terminated, canceled or suspended, in whole or in part, and Contractor may be declared ineligible for any further contracts funded by City for a period of one (1) year. This is a material term of this Contract.

Sec. 15. Tax Compliance.

Contractor shall provide proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a precondition to the City making the first payment under this contract or any contract renewal when the total contract amount exceeds \$160,000.00. If contractor performs work on a contract that is for a term longer than one (1) year, the contractor also shall submit to the City proof of compliance with the City's tax ordinances administered by the City's Commissioner of Revenue as a condition precedent to the City making final payment under the contract.

Sec. 16. Assignability and Subcontracting

- A. Assignability. Contractor shall not assign or transfer any part or all of Contractor's obligation or interest in this Contract without prior written approval of City. If Contractor shall assign or transfer any of its obligations or interests under this Contract without the City's prior written approval, it shall constitute a material breach of this Contract. This provision shall not prohibit contractor from subcontracting as otherwise provided for herein.
- B. Subcontracting. Contractor shall not subcontract any part or all of Contractor's obligations or interests in this Contract unless the subcontractor has been identified in a format required by City. If Contractor shall subcontract any part of Contractor's obligations or interests under this Contract without having identified the subcontractor, it shall constitute a material breach of this Contract. The utilization of subcontractors shall not relieve Contractor of any of its responsibilities under the Contract, and Contractor shall remain responsible to City for the negligent acts, errors, omissions or neglect of any subcontractor and of such subcontractor's officers, agents and employees. City shall have the right to reject, at any point during the term of this Contract, any subcontractor identified by Contractor, and to require that any subcontractor cease working under this Contract. City's right shall be exercisable in its sole and subjective discretion. City shall not be obligated to pay or be liable for payment of any monies which may be due to any subcontractor. Contractor shall include in any subcontract a requirement that the subcontractor comply with all requirements of this Contract in performing Contractor's services hereunder.

Sec. 17. Conflicts of Interest.

Contractor certifies that no officer or employee of City has, or will have, a direct or indirect financial or personal interest in this Contract, and that no officer or employee of City, or member of such officer's or employee's immediate family, either has negotiated, or has or will have an arrangement, concerning employment to perform services on behalf of Contractor in this Contract.

Sec. 18. Buy American Preference.

It is the policy of the City that any manufactured goods or commodities used or supplied in the performance of any City contract or any subcontract thereto shall be manufactured or produced in the United States whenever possible.

Sec. 19. Employee Eligibility Verification

If this Contract exceeds five thousand dollars(\$5,000.00), Contractor shall execute and submit an affidavit, in a form prescribed by City, affirming that Contractor does not knowingly employ any person in connection with the contracted services who does not have the legal right or authorization under federal law to work in the United States as defined in 8 U. S. C. § 1324a(h)(3). Contractor shall attach to the affidavit documentation sufficient to establish Contractor's enrollment and participation in an electronic verification of work program operated by the United States Department of Homeland Security (E-Verify) or an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, under the Immigration Reform and Control Act of 1986. Contractor may obtain additional information about E-Verify and enroll at www.dhs.gov/xprevprot/programs/gc_118522167815_0.shtm. For those Contractors enrolled in E-Verify, the first and last pages of the E-Verify Memorandum of Understanding that Contractor will obtain upon successfully enrolling in the program shall constitute sufficient documentation for purposes of complying with this Section. Contractor shall submit the affidavit and attachments to the City prior to execution of the Contract, or at any point during the term of the Contract if requested by City.

Sec. 20. Quality Services Assurance Act.

If this Contract exceeds \$160,000.00, Contractor certifies Contractor will pay all employees who will work on this Contract in the city limits of Kansas City, Missouri at least \$13.75 per hour in compliance with the City's Quality Services Assurance Act, Section 3- 66, Code of Ordinances or City has granted Contractor an exemption.

Sec. 21. Anti-Discrimination Against Israel.

If this Contract exceeds \$100,000.00 and Contractor employs at least ten employees, pursuant to Section 34.600, RSMo., by executing this Contract, Contractor certifies it is not currently engaged in and shall not, for the duration of this contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

Sec. 22. Acceptance.

No payment made under this Contract shall be proof of satisfactory performance of the Contract, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory services.

Sec. 23. Contract Execution.

This Contract may be executed in one or more counterparts, each of which will be deemed an original copy of this Contract and all of which, when taken together, will be deemed to constitute one and the same Contract. This Contract shall be effective upon the execution of counterparts by both parties, notwithstanding that both parties may not sign the same counterpart. The parties' signatures transmitted by facsimile or by other electronic means shall be proof of the execution of this Contract and shall be acceptable in a court of law.

Sec. 24. Emergencies.

- A. Disaster means any large scale event such as an act of terrorism, fire, wind, flood, earthquake or other natural or man-made calamity which results in, or has the potential to result in a significant loss of life or property.
- B. During and after a disaster, Contractor shall provide special services to the City including Contractor shall open Contractor's facilities even on nights and weekends as necessary to meet the needs of the City during a disaster.
- C. Contractor shall not charge City any fee for opening facilities during an emergency or for extending Contractor's hours of operation during a disaster. City shall pay Contractor the agreed upon contract prices for all purchases made by City during the disaster and Contractor shall not charge City any additional mark-up,

fee or cost for any purchases made by City during a disaster.

- D. Contractor shall quickly mobilize Contractor's internal and external resources to assist City when a disaster unfolds.
- E. Extended hours and personnel. During disasters, Contractor's facilities shall stay open 24 hours if requested by the City. Contractor shall utilize additional Contractor personnel to take City orders if necessary. Contractor's Call Center shall accept phone orders 24 hours a day.
- F. Contractor shall have contingency plans with Contractor's suppliers to provide additional supplies and equipment quickly to City as needed.
- G. Contractor shall cooperate with City to properly document any and all expenses incurred by City with Contractor and Contractor shall assist City in meeting any and all documentation requirements of the Federal Emergency Management Agency (FEMA).

Sec. 25. Annual Appropriation of Funds.

- A. Multi-year term supply and service contracts and leases and the exercise of options to renew term contracts are subject to annual appropriation of funds by the City Council. Payments made under term contracts and leases are considered items of current expense. Purchase orders are funded when issued, therefore are current expense items and are not subject to any subsequent appropriation of funds.
- B. In the event sufficient funds are not appropriated for the payment of lease payments or anticipated term contract payments required to be paid in the next occurring lease or contract term and if no funds are legally available from other sources, the lease or contract may be terminated at the end of the original term or renewal term and the City shall not be obligated to make further payments beyond the then current original or renewal term. The City will provide notice of its inability to continue the lease or contract at such time as the Manager of Procurement Services is aware of the non-appropriation of funds; however, failure to notify does not renew the term of lease or contract.

If a lease is cancelled, the events of default will occur as described in the lease and/or the section titled TERMINATION FOR DEFAULT. The City has no monetary obligations in event of termination or reduction of a term contract since such contracts represent estimated quantities and are not funded as a contract, but only to the extent of purchase orders issued.

Sec. 26. Non-discrimination in Employment.

Contractor shall not discriminate against any employee or candidate for employment on the basis of an individual's race, hair texture or hair style associated with an individual's race, color, sex, religion, national origin, or ancestry, disability, sexual orientation, gender identity, age, or in any other manner prohibited by Chapter 38 of the City Code.

Contractor shall not engage in any discrimination as prohibited by Chapter 3 of the City Code.

Sec. 27. Ban the Box in Hiring and Promotion.

- A. Pursuant to Section 38-104, City Code Ordinances, Contractor shall not base a hiring or promotional decision on an applicant's criminal history or sentence related thereto, unless the employer can demonstrate that the employment-related decision was based on all information available including consideration of the frequency, recentness and severity of a criminal record and that the record was reasonably related to the duties and responsibilities of the position.
- B. Notwithstanding subsection (a), Contractor may inquire about an applicant's criminal history after it has been determined that the individual is otherwise qualified for the position, and only after the applicant has been interviewed for the position. Any such inquiry may be made of all applicants who are within the final selection pool of candidates from which a job will be filled.
- C. This provision shall not apply to positions where employers are required to exclude applicants with certain criminal convictions from employment due to local, state or federal law or regulation.

Sec. 28. Title VI of the Civil Rights Act of

1964. Title VI of the Civil Rights Act of 1964 requires that no person in the United States shall, on the grounds of race, color, or national or origin (including limited English proficient individuals), be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. The City of Kansas City, Missouri requires compliance with the requirements of Title VI in all of its programs and activities regardless of the funding source.

Contractor shall not discriminate on the grounds of race, color, or national or origin (including limited English proficient individuals).

Sec. 29. Compliance with Laws.

Contractor shall comply with all federal, state and local laws, ordinances and regulations applicable to the work and this Agreement.

Contractor shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under this Agreement.

Sec. 30. Prevailing Wage.

If the Agreement exceeds \$75,000.00 and any of the Services performed by Contractor includes construction, reconstruction, improvement, enlargement, alteration, painting and decorating, or major repair, that is subject to the Missouri Prevailing Wage Law (Section 290.210, RSMo – 290.340, RSMo), Contractor shall immediately notify the City prior to performing Services so the parties can execute an agreement that incorporates, the appropriate Wage Order.

Contractor shall comply with all requirements of Section 290.210, RSMo – 290.340, RSMo even if Contractor fails to notify the City.

ATTACHMENT A
SCOPE OF SERVICES
05/01/2026 - 04/30/2027

I. DEFINITIONS - For the purpose of this Contract, the terms listed below are defined as follows:

1. A Health Levy-eligible underserved patient is someone who is a member of a household unit whose income falls within 400% of the current federal income poverty guidelines; and a person who resides within the corporate limits of the City of Kansas City, Missouri at the time of service and a person who is not eligible to receive benefits of other third party payment sources, including private insurance, or a person who is eligible to receive such third party payment benefits but lacks the financial resources to participate in that benefit (underinsured).
2. Encounters: An actual physical interaction, including an interaction via telemedicine that includes documented face-to-face contact between a patient and a licensed health care provider who exercises independent judgment in the ordering or furnishing of services to the individual. A licensed healthcare provider is defined as a Physician (M.D./D.O.), Physician Assistant, Nurse Practitioner/other Advanced Practice Nurse, Physical Therapist, Dentist, Dental Hygienist, Chiropractor, Dietician/Nutritionist, Psychologists, and Licensed Social Worker/Behavioral Health Therapist, Qualified Mental Health Professional (QMHP), Ophthalmologist or Optometrist or Clinical Pharmacist.
3. Mental Health: Mental health includes our emotional, psychological, and social well-being. It affects how we think, feel, and act. It also helps determine how we handle stress, relate to others, and make healthy choices. In terms of the Contract, mental health encounters will include: an actual physical interaction, including an interaction via telemedicine that includes documented face-to-face contact between a patient and a licensed health care provider who exercises independent judgment in the ordering or furnishing of services to the individual. A licensed health care provider is identified in this capacity as a mental health professional including Psychologists, Licensed Social Worker/Behavioral Health Therapist, QMHP, Physician, Nurse Practitioner, or Advanced Practice Provider of patients who meet the financial and residency requirements of health levy regardless of the payor source.
4. Behavioral Health: Mental health and substance abuse disorders, life stressors and crises, and stress related symptoms. Behavioral health will refer to the prevention, diagnosis, and treatment of those conditions. In terms of the Contract, behavioral health encounters will include: an actual physical interaction, including an interaction via telemedicine that includes documented face-to-face contact between a patient and a licensed health care provider who exercises independent judgment in the ordering or furnishing of services to the individual. A licensed health care provider is identified in this capacity as a behavioral health professional including Psychologists, Licensed Social Worker/Behavioral Health Therapist, QMHP, Physician, Nurse Practitioner, or Advanced Practice Provider of patients who meet the financial and residency requirements of health levy regardless of the payor source.
5. Patients: Individuals who have at least one encounter, as defined above, during the contract year. Each patient shall be counted once and only once each month, even if they received more than one type of service or services.
6. Underserved patient care cost: The dollar amount of care provided for a Health- Levy eligible patient encounter that was provided with no expectation of payment for a patient who is unable to pay. Underserved patient care cost does not include the agreed upon patient's responsibility of the sliding fee scale.
7. Homeless as it relates to adults: Literally Homeless (1) Individual or member of the patient's family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state and local government programs); or (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. Homeless as it relates to youth: Literal Homelessness Individuals and families who live in a place not meant for human habitation (including the streets or in their car), emergency shelter, transitional housing, and hotels paid

for by a government or charitable organization. All homeless individuals: Fleeing/ Attempting to Flee DV (4) Any individual or member of a patient's family who: (i) Is fleeing, or is attempting to flee, domestic violence; (ii) Has no other residence; and (iii) Lacks the resources or support networks to obtain other permanent housing.

8. Doubling up: Doubled-up households are defined as having one or more adults in addition to the head of household and spouse or partner, such as an adult child living at home, two related or unrelated families residing together, or a parent living with an adult child.
9. Active patient population: All underserved persons meeting residency and financial requirements who received Health Levy eligible encounters in the Contractor's facility within the last reporting period.
10. Bad debt: The dollar amount that has not been paid in full from a patient or third party, for which the provider expected payment and for which all possibilities of payment have been exhausted. Patients with the ability/resources to pay, and do not meet Contractor's Charity Care policy, but do not pay their costs or portion of costs are classified as "bad debt" and therefore do not qualify as underserved patient care costs.
11. Contractual Adjustments: The difference between the Contractor's charges and the contractual agreement with third party payers.
12. Resident: An individual or member of a household unit who resides within the corporate limits of Kansas City, Missouri.
13. Reporting period: The annual reporting period that coincides with the contract year of May 1, 2026 to April 30, 2027.

II. CLINICAL OPERATIONAL PERFORMANCE REQUIREMENTS

A. Monthly Performance Reports

1. Monthly financial statements that are created in the normal course of the Contractor's business shall be submitted according to the schedule outlined in **Attachment B**. The reporting period shall be April 1, 2025 to April 30, 2027.
2. Patient Utilization reports shall be submitted according to the schedule outlined in **Attachment B and reported only on the FY27 Utilization Report Template**. These reports shall include:
 - a. Monthly total cost for Health Levy-eligible patient encounters by inpatient, outpatient, emergency department and categories.
 - b. Monthly total number of Health Levy-eligible patient encounters by inpatient, outpatient, emergency department categories.
 - c. Monthly total number of Health Levy-eligible unduplicated patient count by zip code.
 - d. Total number of Health Levy-eligible behavioral health encounters by inpatient, outpatient and emergency department categories.
 - e. Total number of Health Levy-eligible behavioral health unduplicated patient count.
 - f. Total number of Health Levy-eligible homeless/houseless encounters by inpatient, outpatient, behavioral health and emergency department categories.
 - g. Total number of Health Levy-eligible homeless unduplicated patient count.
 - h. Total number of Health Levy-eligible vision encounters by inpatient, outpatient, and emergency department categories.
 - i. Total number of Health Levy-eligible vision unduplicated patient count.
 - j. Total number of Medicaid-eligible pregnant patients count.
 - k. Percent of patients with a documented diagnosis of pregnancy-induced hypertension, who have a postpartum visit within one week of delivery.
 - l. Estimated number of Health Levy-eligible underserved patient encounters at or below 138% of Federal Poverty Level (FPL), and number of Health Levy- eligible underserved patient encounters that are

above 138% of FPL. Numbers will be provided based on the underserved patient definition provided in **Attachment A** and will be equal to total number of encounters reported.

- m. The Contractor agrees to use a Cost-to-Charge Ratio to assign cost of care for each Health Levy-eligible patient encounter for the defined reporting period. The Cost-to-Charge Ratio shall be total operating expense minus bad debts divided by gross patient revenue. The cost of care will be determined by multiplying the resulting ratio by charges incurred by Health Levy-eligible patients.
- n. Total number of patients that have been counseled on medical insurance enrollment and options.
- o. Total number of Health Levy eligible homeless encounters by inpatient, outpatient, behavioral health, and emergency department categories. The homeless encounters may be reported to the Health department on the utilization report on a monthly basis.

B. Employee Annual Report due January 15, 2027.

- 1. The percentage of employees immunized for influenza at the Contractor's site(s) as of the date of report submission. This number will not include employees who are unable to receive the immunizations due to health or religious beliefs. If the percentage of employees immunized for influenza is below 80%, an updated report will be **submitted by March 12, 2027**. If the March report shows a percentage immunized below 80%, a Performance Improvement Plan to address this for the following flu season will be submitted to the Budget and Contract Evaluation Committee within 45 days.
- 2. The total number of employees by sex, age, race, and ethnicity according to categories described in **FY27 SNP Utilization Report Template** of date of report submission.

C. Other Reporting Requirements

- 1. During the Reporting Period, the Contractor may present to the Health Commission Budget and Contract Committee how Health Levy funds received are being utilized to serve Kansas City, Missouri, in regard to the underserved population. The content, length, and format will be agreed upon by Contractor and Health Commission prior to presentation.
- 2. The Contractor agrees to update monthly performance reports at least quarterly as patient Health Levy-eligibility is verified with income and residency documentation.
- 3. Healthcare Effectiveness Data and Information Set (HEDIS) measures, submitted to any agency or submitted to other agencies on Contractor's behalf within thirty (30) days after submittal to such agencies related to major accountability reports shared with other federal, state, or local funders relating to underserved patient care. This includes submissions of a third party on behalf of Contractor. Any Contractor required to submit Uniform Data System (UDS) reports to Health Resources and Services Administration (HRSA) shall submit a copy to the City within thirty(30) days of approval by HRSA.
- 4. Any loss or change in status by an accrediting body performing assessments of quality assurance and quality improvement programs even if appealed within thirty (30) days after receipt of said findings.
- 5. Any material changes made to the Contractor's eligibility criteria outlined in its financial assistance policy shall be submitted to the Director of Health or Designee within thirty (30) days after the change is made.
- 6. Contractor will report any changes in executive leadership staffing to the Director of Health or Designee in writing within thirty (30) days after the change is made.
- 7. The Contractor shall have in place and use a formal process for underserved referral for Health Levy-eligible patients.

**ATTACHMENT B
COMPENSATION SCHEDULE
May 1, 2026 – April 30, 2027**

1. Maximum Amount.

The maximum amount that City shall pay Contractor under this Contract is **\$517,472.00**. City is not liable for any obligation incurred by Contractor except as is approved in the provisions of the Contract. City is not liable for any obligation incurred by Contractor prior to the Effective Date. City will adjust any payments below, if necessary, to reflect actual days of performance.

2. Method of Payment.

The City and the Contractor agree that the City shall pay the Contractor according to the following schedule.

Payment #1: Payment upon acceptance of the April 2025 monthly patient utilization reports and financial statement reports as outlined in FY26 Contract #2120251470 <i>Due date: June 15, 2026</i>	\$43,122.67
Payment #2: Payment upon acceptance of monthly patient utilization reports and financial statement reports for May 2026 <i>Due date: July 15, 2026</i>	\$43,122.67
Payment #3: Payment upon acceptance of the June 2026 financial statement and patient utilization report. <i>Due date: August 17, 2026</i>	\$43,122.67
Payment #4: Payment upon acceptance of the July 2026 financial statement and patient utilization report. <i>Due date: September 15, 2026</i>	\$43,122.67
Payment #5: Payment upon acceptance of the August 2026 financial statement and patient utilization report. <i>Due date: October 15, 2026</i>	\$43,122.67
Payment #6: Payment upon acceptance of the September 2026 financial statement and patient utilization report. <i>Due date: November 16, 2026</i>	\$43,122.67
Payment #7: Payment upon acceptance of the October 2026 financial statement and patient utilization report and Annual Employee Report. <i>Due date: December 15, 2026</i>	\$43,122.67
Payment #8: Payment upon acceptance of the November 2026 financial statement and patient utilization report <i>Due date: January 15, 2027</i>	\$43,122.67
Payment #9: Payment upon acceptance of the December 2026 financial statement and patient utilization report. <i>Due date: February 15, 2027</i>	\$43,122.67
Payment #10: Payment upon acceptance of the January 2027 financial statement patient utilization report. <i>Due date: March 15, 2027</i>	\$43,122.67
Payment #11: Payment upon acceptance of the February and March 2027 financial statement and patient utilization report <i>Due date: April 30, 2027</i>	\$43,122.63
TOTAL	\$517,472.00

- a. The Contractor's expense for underserved care will be reconciled with the total payment received.
 - i. If the Contractor's expenditures for underserved care for May 2026 thru December 2026 are less than the amount of money received from this contract for that period, the Contractor must provide a plan, within 30 days of said reconciliation, for approval by the Director of Health in consultation with the City Manager, prior to the City approving the final contract year payment.
- b. The final contract year payment will be withheld until May 2026 through December 2026 reconciliation is complete and the contract deliverables are met.
 - i. If the Contractor's expenditures for underserved care for January 2027 through April 2027 are less than the amount of money received from this contract for that period, the Contractor must provide a plan for approval by the Director of Health in consultation with the City Manager, within 30 days of the said reconciliation, or prior to July 3, 2027.
- c. The Contractor's reported encounter expenses will be reconciled with the annual review of income and residency (Section 3C5)
 - i. If the Contractor's review does not demonstrate a statistically significant improvement (Chi-Square, $p < 0.05$ AND Effect Size (ES) > 0.5) from the most recent review results between actual Health Levy-eligible encounters and reported Health Levy-eligible encounters, the Contractor must provide a plan for approval by the Director of Health in consultation with the City Manager, within 30 days of the said reconciliation, or prior to July 3, 2027
 - ii. City reserves the right to audit Contractor no sooner than six (6) months after implementation of corrective action plan to determine if corrective action has been successful.
 - ii. City reserves the right to withhold payment to Contractor if repeat Findings occur on second review.

ATTACHMENT C
Annual Safety Net Provider/Health Levy Audit
Review Schedule as requested by the City

FY27 Contract Year SNP/Health Levy Review of FY26 Patient Data; May 1, 2025 to April 30, 2026

- Truman Medical Center dba University Health
- Northland Health Care Access
- Children's Mercy Hospital

ATTACHMENT D
Contract Escalation Contacts

This attachment establishes the operational, service/technical and contractual escalation contacts for the CONTRACTOR and the CITY.

CONTRACTOR'S day-to-day point of contact for operational related issues is:

Supplier Company Name: The Children's Mercy Hospital
Supplier Contact Name: Connor Stangler
Supplier Email: cjstangler@cmh.edu
Supplier Phone Number: 573- 673-7388

CONTRACTOR'S day-to-day point of contact for service/technical related issues is:

Supplier Company Name: The Children's Mercy Hospital
Supplier Contact Name: Connor Stangler
Supplier Email: cjstangler@cmh.edu
Supplier Phone Number: 573- 673-7388

CONTRACTOR'S day-to-day point of contact for contract related issues is:

Supplier Company Name: The Children's Mercy Hospital
Supplier Contact Name: Connor Stangler
Supplier Email: cjstangler@cmh.edu
Supplier Phone Number: 573- 673-7388

CITY'S day-to-day point of contact for operational related issues is:

City Company Name: City of Kansas City, MO Health Department
City Contact Name: Derrick Smith
City Email: derrick.smith@kcmo.org
City Phone Number: 816-513-7914

CITY'S day-to-day point of contact for service/technical related issues is:

City Company Name: City of Kansas City, MO Health De
City Contact Name: Trina Taylor
City Email: trina.taylor@kcmo.org
City Phone Number: 816-513-6398

CITY'S day-to-day point of contact for contract related issues is:

City Company Name: City of Kansas City, MO Health Department
City Contact Name: Derrick Smith
City Email: derrick.smith@kcmo.org
City Phone Number: 816-513-7914