



**AGREEMENT BETWEEN
JACKSON COUNTY, MISSOURI
AND
TRUMAN MEDICAL CENTER, INCORPORATED
(JACKSON COUNTY MEDICAL EXAMINER)**

THIS AGREEMENT is made and entered into by and between Jackson County, Missouri, a body corporate and politic of the State of Missouri (the County), and Truman Medical Center, Incorporated, a not-for-profit corporation organized under Chapter 355 of the revised Statutes of Missouri (TMC).

WITNESSETH:

WHEREAS, under an Agreement dated March 26, 1980, TMC has provided space and services in order to allow the County to operate its Medical Examiner's Office in one of TMC's buildings in Kansas City, Missouri; and,

WHEREAS, on June 10, 1985, the parties amended said Agreement to require additional compensation to be paid by the County to TMC for its space and services; and,

WHEREAS, the parties now propose to relocate the Medical Examiner's Office from TMC's main hospital building to TMC's Diagnostic and Treatment Center (DTC), located west of Holmes Street on TMC's campus, and to provide for a change in the scope of services to be provided by TMC, under a new Agreement; and,

WHEREAS, the new agreement will allow the County and TMC to more fully utilize

their combined resources for the benefit of both parties; and,

WHEREAS, this arrangement is in the best interest of the health, welfare and safety of the citizens of Jackson County; now therefore,

In consideration of the foregoing and the promises herein contained, it is agreed by and between the parties as follows:

1. TMC shall:

a. Provide to the Jackson County Medical Examiner an area of approximately 4,775 square feet of floor space situated on the ground floor level of the DTC, located on TMC's campus in Kansas City, Missouri;

b. Review all plans for permanent improvements to the building and grounds of the DTC, including parking facilities, and approve those plans if consistent with TMC's overall scheme for the development of its campus;

c. Provide parking spaces to the County at a location adjacent or convenient to the DTC, in a number adequate to meet the needs of the employees and patrons of the Medical Examiner's Office, subject to the overall availability of parking on TMC's campus, as determined by TMC;

d. Provide hospital support services, to include medical supplies, building maintenance and plant operations, utilities, and security monitoring and response; and,

e. Provide such radiology, histology, and laboratory services as the parties may agree.

2. The County shall:

a. Remodel, equip (including the installation of necessary security

equipment) and furnish the newly provided space located in the DTC and, upon its occupancy of that space, vacate the Medical Examiner's existing space in TMC's main hospital building;

b. Perform any excavation, grading, and/or landscaping work which might be necessary to render any space adjacent to the DTC, made available by TMC, usable for parking;

c. Contract for or otherwise provide any housekeeping and medical equipment maintenance required by the Medical Examiner's office; and,

d. Pay TMC each month in accordance with the following:

i. \$692 for hospital support services;

ii. \$636 for supplies, which is based on estimated usage from previous experience. For the second and each succeeding year of this Agreement, the monthly charge for supplies shall be one-twelfth of the preceding year's actual consumption of supplies; and

iii. the actual charges, per the current charge schedule, less a 40% discount, for any radiology, histology, or laboratory services performed by TMC.

3. The parties agree that, after this Agreement has been in effect for a period of ten years, they will meet and confer for the purpose of determining whether an increase to the rental payment specified in paragraph 2.d. i. above is warranted, in view of any increased costs of providing hospital support services which TMC is able to demonstrate.

4. The parties hereto mutually agree and clearly understand that under this Agreement, County's Medical Examiner is an independent contractor and in no event shall

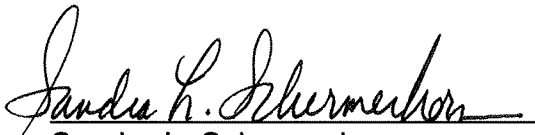
he be considered an employee, agent, or servant of TMC; further, it is clearly understood that a joint venture partnership is not created by this Agreement.

5. This Agreement shall be effective upon the occupancy by the County of the space in the DTC, and shall continue in effect thereafter for a period of twenty years or until one party gives not less than 120 days' written notice to the other of its intent to cancel. When this Agreement becomes effective, the prior Agreement of the parties dated March 26, 1980, and the amendment thereto dated June 10, 1985, shall terminate.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 20th day of February, 1997.

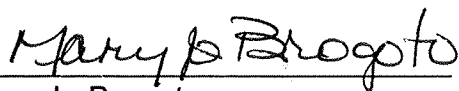
APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

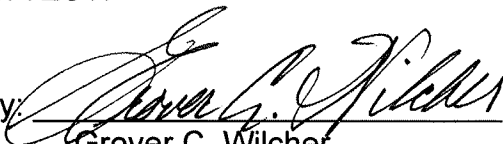

Sandra L. Schermerhorn
County Counselor

By 
Kathryn J. Shields
County Executive

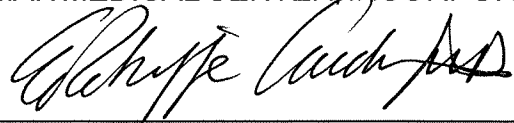
ATTEST:


Mary Jo Brogato
Clerk of the County Legislature

ATTEST:

By 
Grover C. Wilcher
General Counsel

TRUMAN MEDICAL CENTER, INCORPORATED

By 
E. Ratcliffe Anderson, M.D.
Executive Director

Truman Medical Center, West

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$10,624.00 which is hereby authorized.

2-3-97
Date

Vajid Esmail
Director of Department of Finance
002-2001-6790