

REL
4/19/13

R. 18053

COOPERATIVE AGREEMENT

AN AGREEMENT by and between Jackson County, Missouri, a Constitutional Home Rule County, hereinafter referred to as "the County" and the **KANSAS CITY CARE CLINIC** (formerly known as the Kansas City Free Health Clinic), 3515 Broadway, Kansas City, MO 64111, hereinafter referred to as "Clinic."

WHEREAS, the County recognizes its statutory obligations to the indigent under Sections 205.210 et seq., and 205.580, RSMo; and

WHEREAS, the County recognizes the difficulty of accessing health care and dental services for certain indigent citizens of Jackson County; and,

WHEREAS, Clinic can provide for such needs; and,

NOW THEREFORE, the County and the Clinic agree, in consideration of the following mutual promises and valuable consideration, as follows:

1. **Services.** The Clinic shall provide health care and dental services without charge to indigent residents of Jackson County, as is more fully set out in the proposal attached hereto as Exhibit A. As used in this Agreement, the term "indigent person" means a person who is eligible for free care or care at a reduced rate on the basis of income at Truman Medical Center - Lakewood and West.

2. **Terms of Payment.** The County agrees to pay to Clinic the amount of \$140,000.00 in quarterly installments of \$35,000.00 each, with the payment for the first quarter to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. The

FILED
APR 04 2013
MARY JO SPINO
COUNTY CLERK

County, through the Legislative Auditor, may approve adjustments to line items listed in Agency's budget/proposal contained in Exhibit A, in an amount not to exceed 10 percent of the total amount of the Agreement, so long as there is no additional total cost to the County.

3. **Reports.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Clinic shall submit a quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The last quarter's report shall include an annual report which shall summarize Clinic's activities pursuant to this Agreement. Clinic's failure to submit this annual report shall disqualify Clinic from future funding by the County.

4. **Submission of Documents.** No payment shall be made under this contract unless the contracting agency shall have submitted to the County's Director of Finance and Purchasing (1) a written proposal setting out in detail the intended use of the County's funding, including the target population to be served; (2) the agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency's total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) If an agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the agency's most recent fiscal or calendar year, by March 31 of the following year, or a certified public accountant's

program audit of County funds, by January 31 of the following year. Any document described herein which was submitted to the Director of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for payment. No payment shall be made if the contract agency is out of compliance on any other County contract.

5. **Equal Opportunity.** The Clinic agrees and assures that no person eligible for services shall on the ground of race, color, religion, national origin, sex, handicap, veteran status, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for any service funded by this Agreement. Furthermore, the Clinic agrees and assures that it will provide equal employment opportunities to applicants and employees and will not discriminate against them on the basis of race, color, religion, national origin, sex, handicap, veteran status, or age.

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 County further reserves the right to examine and audit, during reasonable office hours, the books, and records of the Clinic pertaining to the finances and

operations of the Clinic.

7. **Appropriation of funds.** Clinic and the County recognize that the County intends to satisfy its financial obligation to Clinic 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 Clinic 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.

8. **Default.** If the Clinic shall default in the performance or observation of any term or condition of this Agreement, the County shall give the Clinic written notice setting forth the default and the correction to be made. Thereafter, if said default shall continue

and not be corrected within 10 days of the receipt of the notice by the Clinic, the County may, at its election, terminate the Agreement and withhold any payments not yet made to the Clinic. Said election shall not in any way limit the County's rights to seek legal redress.

9. **Confidentiality.** The Clinic agrees to maintain strict confidentiality of all patient information or records that are developed pursuant to this Agreement. The contents of such records shall be disclosed only in accordance with the Clinic's established policy and procedure, in accordance with Missouri State law, and Jackson County, Missouri written policy.

10. **Conflict of Interest.** The Clinic 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. **Term.** This Agreement shall be effective January 1, 2013, and shall terminate on December 31, 2013. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by the Clinic as verified by the County's audit.

12. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Clinic shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, 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

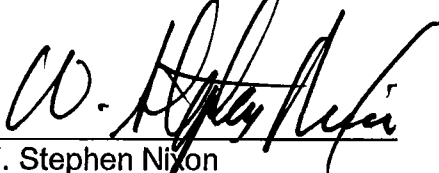
negligence, willful misconduct or omissions of Clinic during the performance of this Agreement.

13. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

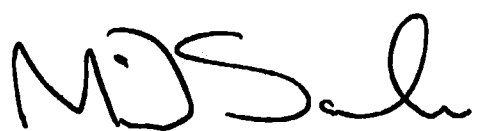
(Signature Page to Follow)

IN WITNESS WHEREOF, the County and the Clinic have executed this Agreement
this 4th day of April, 2013.

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

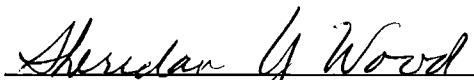
JACKSON COUNTY, MISSOURI

By 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the County Legislature

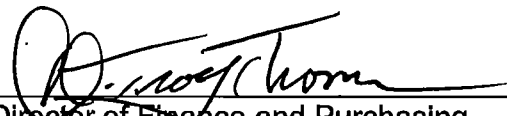
KANSAS CITY CARE CLINIC

By 
Executive Director
Federal I.D. #43-0967292

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 \$140,000.00 which is hereby authorized.

April 1, 2013
Date


Director of Finance and Purchasing
Account Number 002-7605-56789
76052013001



OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

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

Email: auditor@jacksongov.org

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Section B: Agency's 2012 and 2013 Revenue Information	page 2
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Section D: Program Information	pages 4 - 8
Section E: Summary of Request by Program	page 9

Section A: Organization or Agency Information

Name: Kansas City Free Health Clinic

Address: 3516 Broadway, Kansas City MO 64111

Phone No: 816-753-5144

Fax: 816-753-0804

Website Address: www.kcfree.org

Federal Tax ID No: 430967292

Fiscal Year Cycle: April 1 - March 31

Name and Title of Principal Contact Person:

Sheridan Y. Wood, CEO

Phone No: 816-753-5144

Email Address: swood@kcfree.org

Secondary Contact: Kirk Isenhour, Director of Marketing & Development | 816-753-5144 | kirk@kcfree.org

Submission of this request has been authorized by:

Sheridan Y. Wood

Date: 8/29/12

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KANSAS CITY, MISSOURI

Section B: Agency's 2012 and 2013 Revenue Information

Agency's 2013 Projected Revenue Information

Funding Entity	Agency's 2013 Total Projected Revenue Source You Will Request 2013 Funding From	Projected Amount	% of Total Revenue
Federal	Department of Health & Human Services	\$ 3,906,187	45.5
State	Maintenance of Effort funds (pass through City of Kansas City)	\$ 150,000	1.7
Jackson County	Legislature and Mental Health Levy	\$ 528,470	6.1
City	City of Kansas City Health Levy (Indigent Care)	\$ 508,600	5.9
Foundations/Corporations	Program Funding	\$ 1,341,417	15.6
United Way	Program Allocations (GenMed/Dental/BH/HIV Prev)	\$ 158,979	1.9
Fundraisers	Corporate Sponsorship & Individual Attendees	\$ 330,000	3.8
Charity/Donations	Unrestricted Donations (individuals/UW donor/ASF)	\$ 532,500	6.2
Other	Misc Income (i.e. interest/medical records fees)	\$ 16,950	0.2
Other	To be determined	\$ 1,119,954	13.0

2013 Total Projected Revenue \$ 8,593,057

Agency's 2012 Revenue Information

Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	Department of Health & Human Services	\$ 4,424,357	53.8
State	Maintenance of Effort funds (pass through City of Kansas City)	\$ 163,565	2.0
Jackson County	Legislature and Mental Health Levy	\$ 250,222	3.0
City	City of Kansas City Health Levy (Indigent Care)	\$ 508,600	6.2
Foundations/Corporations	Program Funding	\$ 2,044,302	24.9
United Way	Program Allocations (GenMed/Dental/BH/HIV Prev)	\$ 152,900	1.9
Fundraisers	Corporate Sponsorship & Individual Attendees	\$ 263,756	3.2
Charity/Donations	Unrestricted Donations (individuals/UW donor/ASF)	\$ 402,250	4.9
Other	Misc Income (i.e. interest/medical records fees)	\$ 13,770	0.2

2012 Total Revenue \$ 8,223,722

If your agency received funding from Jackson County in 2012, please identify the funding source, amount and program name below.

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Mental Health Levy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 198,470	Behavioral Health
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input type="checkbox"/>	\$ -	
Outside Agency Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Jackson County Legislature	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 140,000	General Medicine/Dental
Jackson County Legislature	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 60,000	ASO Collaboration

2012 Total Jackson County Funding \$ 396,470

Did your agency receive funding or resources in 2012 from either of the following?

Mid America Regional Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 173,209	General Medicine (Evenings)
Mid America Regional Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 160,000	Care Coordination Program
Harvesters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	

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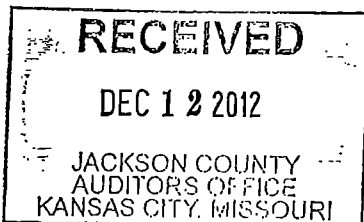
Section C: 2013 REVISED Program Budget

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

Agency Name: KANSAS CITY FREE HEALTH CLINIC

Program Name: GENERAL MEDICINE & ORAL HEALTH PROGRAMS

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
Core salaries for General Medicine & Dental positions: Physician, Directors (2), Phlebotomist, Nurse Practitioners (4), Registered Nurses (2), Medical Assistants (3), Pharm Tech, Dental Coordinator, Dental Assistant, Dentist, Medical Social Worker, Volunteer Coordinator, Front Office staff, and Evaluation staff	\$1,096,415	8%	\$ 89,029
Total Salaries			\$ 89,029
Total Fringe Benefits (20%)			\$ 17,806
Other (occupancy, equipment maintenance, insurances, etc.)			\$ 13,283
Total Personal Services			\$ 120,118
Contractual Services			
Enserve Biohazard Removal Service/MO-KAN Courier Lab Services			\$ 600
Total Contractual Services			\$ 600
Supplies			
Medical/Dental Supplies and Pharmaceuticals			\$ 3,650
Equipment (instrument and computer replacement)			\$ 1,550
Office/Copying Supplies/Postage/Printing & Publication			\$ 550
Total Supplies			\$ 5,750
Indirect Cost Allocation (10.7%)			\$ 13,532
Total Program Request			\$ 140,000



Section D: 2013 Program Information

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

Agency Name: Kansas City Free Health Clinic

Program Name: General Medicine and Oral Health Programs

Proposed Program	
Detail functions to be performed by each program.	
<p>Kansas City Free Health Clinic will provide medical and dental services for uninsured and underinsured residents of Jackson County, Missouri. Medical services include acute and chronic disease care, women's health, physical exams, TB and STD testing, chiropractic services, and occupational/physical therapies. Volunteers provide clinics in all of the latter areas, plus nutrition, diabetes management, medication adherence, dermatology, cardiology, optometry, pulmonary care, and acupuncture. The dental program provides diagnostic, restorative, emergency and preventive oral health care to Clinic patients to improve their oral health. Dental patients average 2.5 visits apiece for 2011 and 4.6 procedures at each visit. Procedures include exams, x-rays, extractions, fillings, root canals, prophylaxis, and routine cleaning. Our medical and dental programs are among the first in the nation to offer opt-out rapid HIV testing (results in 20 minutes) as a routine part of care, per Centers for Disease Control and Prevention guidelines. Testing is a crucial part of helping individuals to get care for and not spread HIV/AIDS. The Clinic and the Kansas City region are national leaders in HIV care and prevention.</p>	
Participants	
Identify the number of participants by County that each program serves.	
Jackson, MO	Gen Med (4221 or 75%) / Dental (434 or 78.1%)
Clay, Platte, Cass, MO	Gen Med (607 or 10.8%) / Dental (64 or 11.5%)
Wyandotte, Johnson, KS	Gen Med (666 or 11.8%) / Dental (53 or 9.5%)
Other Missouri	Gen Med (134 or 2.4%) / Dental (5 or .8%)

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Section D
JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Section D: 2013 Program Information

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

Agency Name: Kansas City Free Health Clinic

Program Name: General Medicine and Oral Health Programs

Target Population

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

The Clinic is the safety net beneath the safety net. When other agencies cannot serve uninsured adults, they refer them to us. The Clinic's General Medicine Program has had a 43% increase in uninsured patients over recent years: In fiscal year 2007-2008 we cared for 3,899 patients and increased by 47% to 5,765 patients served in fy2011-2012. Medical/dental patients are among the most vulnerable adults in our community. In 2011, 98.5% were uninsured and 89% lived on incomes below the poverty line. This population includes people with full, part-time, or seasonal jobs that offer no health benefits; self-employed and unemployed individuals; laid off workers who cannot afford COBRA; and those who cannot afford employer-sponsored coverage. The Clinic's most frequently diagnosed chronic diseases (hypertension, diabetes and high cholesterol) are risk factors for 3 of Jackson County's most frequent causes of death: heart disease, stroke and diabetes. Our patients are racially and ethnically diverse (47% African American, 34% Caucasian and 8.6% Hispanic). 56% are female.

Jackson, MO	Gen Med (4221 or 75%) / Dental (434 or 78.1%)
Clay, Platte, Cass, MO	Gen Med (607 or 10.8%) / Dental (64 or 11.5%)
Wyandotte, Johnson, KS	Gen Med (666 or 11.8%) / Dental (53 or 9.5%)
Other Missouri	Gen Med (134 or 2.4%) / Dental (5 or .8%)

Please classify your program from the following types by percentage of your agency's overall services:

Senior Program	Not applicable
Indigent Program (Below Poverty Level)	% of all Clinic patients below FPL: 89%
Senior Indigent Program	Not applicable

What criteria do you have for the clients you serve?
 Individuals who have Medicaid/Medicare/private insurance, are referred to other agencies and provided with a list of options. Patients must have appointments, very few services are walk-in.

Service Delivery Area

Identify your specific geographic service delivery area for each program.

The Kansas City Free Health Clinic delivers services to residents of the metropolitan Kansas City area. Approximately 78% of medical/dental patients live in Jackson County. Other metro area counties where many patients reside include Clay, Platte, and Cass counties in Missouri; Wyandotte and Johnson counties in Kansas.

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Section D
 JACKSON COUNTY
 AUDITORS OFFICE
 KANSAS CITY, MISSOURI

Section D: 2013 Program Information

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

Agency Name: Kansas City Free Health Clinic

Program Name: General Medicine and Oral Health Programs

Fund Separation

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

The Clinic has a financial policy manual which is written in accordance with Generally Accepted Accounting Principles. Controls and systems are in place to ensure that grants are used for the purpose for which they were awarded. BKD, LLP has completed the preliminary audit for FY11-12, which will be reviewed and approved by the Board of Directors.

Approach & Method

List the top three (3) objectives for each program.

1. Provide at least 5,800 General Medicine patient visits for Jackson County residents. (Encounters are defined by the federal UDS requirements.)

2. Provide services which address the preventive, acute and chronic health care needs of uninsured and underinsured Jackson County residents

3. Provide comprehensive Oral Health Care to 450 Jackson County patients, which is integrated with the Clinic's General Medicine, HIV Primary Care and Behavioral Health programs.

Detail specific methods you will use to achieve these objectives.

1. Provide a minimum of 35 medical clinics weekly to treat acute and chronic conditions. (A clinic is a 3-hour block of time during which patients see a provider.) Clinics will be offered during daytime and evening hours at our two Jackson County locations. 2. Refer patients as needed for additional services to other safety net providers through Corner Direct. 3. Provide at least 9 oral health clinics weekly. 4. Offer each dental patient an oral health treatment plan by the second visit. 5. Offer rapid HIV test to all medical and dental patients in accordance with CDC guidelines

Evaluation

How can the success of each program be evaluated?

Indicate performance measures or statistics you will use to demonstrate the success of each program.

The following measures will be used to demonstrate the success of the KC Free Health Clinic's program for Jackson County residents:

- At least 5,000 Jackson County residents patients will be seen during the reporting period.
- At least 65% of chronic care patients with high cholesterol will have at least one low density lipoprotein cholesterol (LDL-C) test in the previous 12 months
- At least 1,205 dental visits/encounters will be provided for Jackson County residents.

Notification

How will your organization make clients, the public and the media aware of the generous taxpayer funding received from Jackson County? (Please attach any examples)

The Kansas City Free Health Clinic's Board of Directors is informed of the funding received from Jackson County in the Executive Director's Report. Essential funding such as support from Jackson County is listed in Clinic social networking and marketing pieces such as the Clinic's website, www.kcfree.org, its Facebook page, its Annual Report, and/or its newsletters. Additional publicity is possible but is arranged on a case by case basis. If a funder desires, we can create signage for the waiting room and/or exam rooms and/or disseminate through a media release.

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Section D
JACKSON COUNTY
AUDITORS OFFICE
KANSAS CITY, MISSOURI

Exhibit B

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 **Kansas City Care Clinic**, (Organization name) 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, **Kansas City Care Clinic**, 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.)

Sherridan Y Wood
Authorized Representative's Signature

Sheridan Y Wood
Printed Name

CEO
Title

3/14/13
Date

Subscribed and sworn before me this 14 day of March, 2013. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 11/26/16.

Danielle R Tackett
Signature of Notary

3/14/13
Date

