

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 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

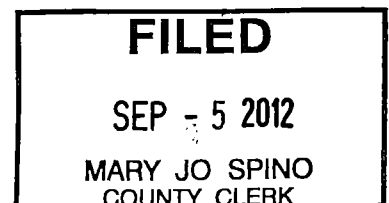
WHEREAS, the County recognizes the difficulty of accessing health care and dental services for certain indigent citizens of Jackson County; and,

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 and second quarters to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof. The County, 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, Agency shall submit a quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The report for the first and second quarters shall be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize Library's activities pursuant to this Agreement. Agency's failure to submit this annual report shall disqualify Agency 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. **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, 2012, and shall terminate on December 31, 2012. 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.

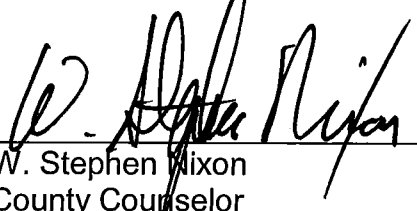
12. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees or agents and Clinic shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, costs (including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

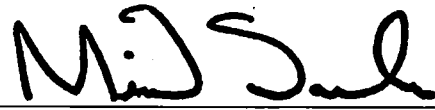
(Signature Page to Follow)

IN WITNESS WHEREOF, the County and the Clinic have executed this Agreement
this 5 day of September, 2012.

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 FREE HEALTH CLINIC

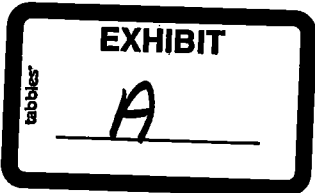
By 
Executive Director
Federal I.D. #43-0967292

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.

August 31, 2012
Date


Director of Finance and Purchasing
Account Number 002-7605-56789
76052012001



Medical & Dental Program



OUTSIDE AGENCY FUNDING REQUEST FORM 2012 BUDGET

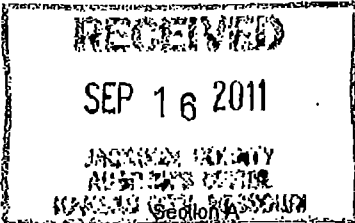
415 E 12th Street, 2nd Floor
Kansas City, MO 64106

Email: auditor@jacksongov.org

Section A: Organization or Agency Information page 1
Section B: Agency's 2011 and 2012 Revenue Information page 2
Section C: Individual Program Budget page 3
Section D: Program Information pages 4 - 8
Section E: Summary of Request by Program page 9

Section A: Organization or Agency Information - Grants

Name: Kansas City Free Heal Clinic
Address: 3515 Broadway, Kansas City, MO 64111-2537
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
Executive Director: Sheridan Y. Wood, CEO
Name and Title of Principal Contact Person:
Phone No: Sheridan Y. Wood, CEO Email Address: swood@kcfree.org
Submittal of this request has been authorized by: Sheridan Y Wood
Date: 9/15/11 9/16/2011



Section B: Agency's 2011 and 2012 Revenue Information

Agency's 2012 Projected Revenue Information

Funding Entity	Agency's 2012 Total Projected Revenue Source You Will Request 2012 Funding From	Projected Amount	% of Total Revenue
Federal	Department of Health & Human Services	\$ 4,360,312	52%
Jackson County	Legislature and Mental Health Levy	\$ 528,470	6%
City	City of Kansas City Health Levy (Indigent Care)	\$ 508,600	6%
Foundations/Corporations	Program funding	\$ 1,194,111	14%
United Way	Program Allocations (Gen Med/Dental/BH/HIV Prev)	\$ 152,900	2%
Fundraisers	Corporate Sponsorships & Individual Attendees	\$ 250,330	3%
Charity/Donations	Unrestricted Donations (Individuals/UW donor/ASF)	\$ 208,572	3%
Other	Misc Income (i.e. Interest/Medical Records Fees)	\$ 18,000	0%
Other	To be determined	\$ 1,099,634	13%
2012 Total Revenue		\$ 8,310,929	100%

Agency's 2011 Revenue Information

Funding Entity	Agency's 2011 Total Revenue Sources You Received Funding From	Amount	% of Total Revenue
Federal	Department of Health & Human Services	\$ 4,350,312	52%
Jackson County	Legislature and Mental Health Levy	\$ 384,258	5%
City	City of Kansas City Health Levy (Indigent Care)	\$ 508,600	6%
Foundation/Corporation	Program funding (i.e. Health Care Foundation, REAC)	\$ 1,194,111	14%
United Way	Program Allocations (Gen Med/Dental/BH/HIV Prev)	\$ 152,900	2%
Fundraisers	Corporate Sponsorships & Individual Attendees	\$ 208,608	3%
Charity/Donations	Unrestricted Donations (Individuals/UW donor/ASF)	\$ 173,810	2%
Other	Misc Income (i.e. Interest/Medical Records Fees)	\$ 13,814	0%
Other	To be determined	\$ 1,324,516	16%
2011 Total Revenue		\$ 8,310,929	100%

If your agency received funding from Jackson County in 2011, 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"/>	\$ 196,470	Behavioral Health
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Housing Resources Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Outside Agency Program	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Jackson County Legislature	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 128,963	General Medicine/Dental
Jackson County Legislature	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 58,825	ASO Collaboration
2011 Total Jackson County Funding			\$ 384,258	

Did your agency receive funding or resources in 2011 from either of the following?

Mid America Regional Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 187,002	General Medicine (p.m. clinics)
Mid America Regional Council	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 48,824	Community Health Workers
Harvesters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	

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Section B

KANSAS CITY
COMMUNITY HEALTH WORKERS
1000 W. 12TH ST.
KANSAS CITY, MISSOURI

Section C: REVISED 2012 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 and Dental Program

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Total 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, Director, Phlebotomist, Nurse Practitioners (4), Registered Nurses (4), Medical Assistants (4), Pharm Tech, Dental Coordinator, Dental Assistants (2), Dentist, Medical Social Worker, Volunteer Coordinator, Front Office staff, and Evaluation staff	\$ 1,110,077	8%	\$ 88,083
Total Salaries			\$ 88,083
Total Benefits (20%)			\$ 17,617
Other (occupancy, equipment maintenance, insurances, etc.)			\$ 13,212
Total Personal Services			\$ 118,912
Contractual Services			
Enserve Biohazard Removal Service/MO-KAN Courier Lab Services			\$ 600
Total Contractual Services			\$ 600
Supplies			
Medical/Dental Supplies and Pharmaceuticals			\$ 3,628
Equipment (instrument and computer replacement)			\$ 1,550
Office/Copying Supplies/Postage/Printing & Publication			\$ 534
Total Supplies			\$ 5,712
Indirect Cost Allocation (11.8%)			\$ 14,776

Total Program Request \$ 140,000

Revised

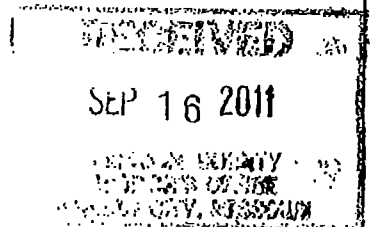
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Kansas City Free Health Clinic

General Medicine and Oral Health Program

Section C Program Budget & D Program Information

(See also sections C and D for the AIDS Service Organization (ASO) Collaboration request to follow.)



Section D: 2012 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 -- Grants

Detail functions to be performed by each program.

Kansas City Free Health Clinic will provide medical and dental services for uninsured and under-insured 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, podiatry, pulmonary care and acupuncture. The dental program provides diagnostic, restorative, emergency and preventive oral health care to Clinic patients. Dental patients average 2.5 visits each 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.

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Section D: 2012
PROGRAM INFORMATION SHEET
KANSAS CITY, MISSOURI

Section D: 2012 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

Participants	
Identify the number of participants by County that each program serves.	
Jackson, MO	General Medicine (4436 or 76%) / Oral Health (299 or 77%)
Clay, Platte, Cass, MO	General Medicine (602 or 11%) / Oral Health (50 or 13%)
Wyandotte, Johnson, KS	General Medicine (608 or 11%) / Oral Health (35 or 9%)
Other Missouri	General Medicine (117 or 2%) / Oral Health (5 or 1%)

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 the past 3 years; treating 5,784 in 2010, up from 4,032 in 2007. Medical/dental patients are among the most vulnerable adults in our community. In 2010, 97% 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. Of people with insurance, many are under-insured, i.e. they have no coverage for pre-existing conditions or medical, but not dental insurance. Our patients are: 52% black, 35% white, 9% Latino, 1% Asian, 1% multi-race and 2% other. 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.

Would you provide these services to anyone at your door? Yes
Is anyone denied services? No

What level of indigents (below poverty level) do you serve?
Please classify your program from the following types by percentage of your agency's overall service
Senior Program - Not applicable
Indigent Program - % of ALL Clinic patients below FPL: 97% (Med & Dental = 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.

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SECTION D

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Section D: 2012 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

Service Delivery Area - Grants

Identify your specific geographic service delivery area for each program.

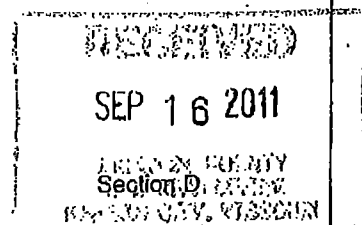
The Kansas City Free Health Clinic delivers services to residents of the metropolitan Kansas City area. Approximately 76% of medical/dental patients live in Jackson County. Other metro area counties where many patients reside include Clay, Platte, and Cass counties in Missouri; Wyandotte and Johnson counties in Kansas.

Fund Separation -- Grants

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 audit for FY10-11, which was reviewed and approved by the Board of Directors in August.

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Section D: 2012 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

Approach & Method

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

1. Provide at least 7,000 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 535 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 KC Carelink. 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.

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MISSOURI HEALTH
SECTION 2 OFFICE
KANSAS CITY, MISSOURI

Section D: 2012 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

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 - Grants

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 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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JACKSON COUNTY
HEALTH DEPARTMENT
JACKSON CITY, MISSOURI