

COOPERATIVE AGREEMENT

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **SWOPE HEALTH SERVICES**, 3801 Blue Parkway, Kansas City, MO 64130, a not-for-profit organization, hereinafter called "SHS."

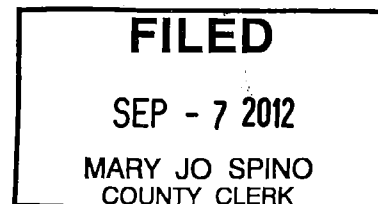
WHEREAS, the County recognizes its statutory obligations to the indigent under Sections 205.210 et seq. and 205.580 et seq., RSMo, and recognizes the problems associated with providing healthcare for indigent individuals; and,

WHEREAS, Swope Health Services currently provides medical services to indigent families and homeless persons, and desires to continue to assist homeless persons;

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and SHS respectively promise, covenant, and agree with each other as follows:

1. **Services.** SHS agrees to use the funds provided by the County under this agreement to provide for The Low Birth Weight Program. The Low Birth Weight Program provides for a variety of services including, but not limited to, education and outreach for prenatal care, preconception planning, teen education on reproductive and STD issues, and prenatal and post partum care, as is more fully set out in the proposal attached hereto as Exhibit A.

2. **Terms of Payment.** The County shall pay to SHS a total amount not to exceed \$130,000.00 for providing healthcare services for the indigent. One quarter of



this sum, or \$32,500.00, shall be paid to SHS on a quarterly basis provided that SHS has submitted to the County the report(s) required under Paragraph 3 and Paragraph 4 hereof. Payment for the first and second quarters will be issued within 30 days after the contract has been executed by all necessary parties. 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, SHS shall submit a quarterly report, including a statement of budgeted and actual expenditures, 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 reports for the first and second quarter shall both be submitted within 30 days after the execution of this Agreement. The last quarter's report shall include an annual report which shall summarize all of SHS's activities pursuant to this Agreement. SHS's failure to submit this annual report shall disqualify SHS 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 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.** In carrying out this Agreement, SHS 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, SHS 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 SHS pertaining to its finances and operations.

7. **Default.** If SHS shall default in the performance or observation of any term or condition of this Agreement, the County shall give written notice setting forth the

default and the correction required. If said default shall continue and not be corrected by SHS within ten days of its receipt of said notice, the County may, at its election, terminate the Agreement and withhold any payments not yet made. Said election shall not in any way limit the County's right to seek legal redress.

8. **Conflict of Interest.** SHS 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.

9. **Severability.** If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

10. **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 SHS 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 SHS during the performance 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

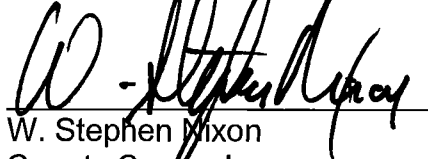
by either party upon written notice, delivered thirty (30) days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by SHS as verified by the County's audit.

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

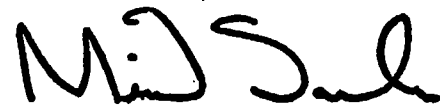
(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Agreement this 7
day of Sept., 2012.

APPROVED AS TO FORM:


W. Stephen Nixon
County Counselor

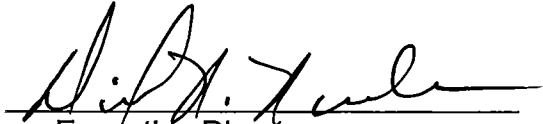
JACKSON COUNTY, MISSOURI

By: 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

SWOPE HEALTH SERVICES

By: 
Executive Director
Federal I.D. 43-0957840

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract 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 \$130,000.00 which is hereby authorized.

September 7, 2012
Date


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

76012012002

LOW BIRTH WEIGHT PROGRAM

OUTSIDE AGENCY FUNDING REQUEST FORM
2012 BUDGET



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

Email: auditor@jacksongov.org

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Section A: Organization or Agency Information

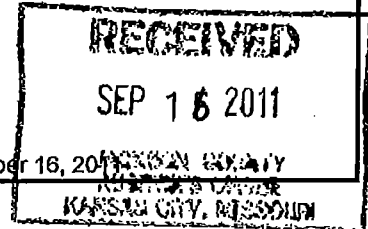
Name:	Swope Health Services		
Address:	3801 Blue Parkway, Kansas City, Missouri 64130		
Phone No:	816-923-5800	Fax:	816-448-2982
Website Address:	www.swopecommunity.org		
Federal Tax ID No:	43-0957840	Fiscal Year Cycle:	2012
Executive Director:	Verneda Bachus Robinson, President & CEO		
Name and Title of Principal Contact Person:	James Nunnelly		
Phone No:	816-922-7645 x6325	Email Address:	jnunnelly@swopecommunity.org

Submission of this request has been authorized by:

Verneda Bachus Robinson

Date: 9/16/11

September 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	HHS Federal Funding, HUD	\$ 7,507,290	22
State	Primary Care Grant, MPCA, Family Health Council,	\$ 4,110,918	12
Jackson County	Mental Health Levy, COMBAT, Outside Agency Fur	\$ 1,752,266	5
Other Counties		\$ -	0
City	Health Levy, Homeless SHP	\$ 1,250,417	4
Charity/Donations	United Way, Reach, Susan Komen, Wyandotte Hea	\$ 564,700	2
Fundraisers		\$ -	0
Other	WIC, Insurance Medicaid, Medicare, third party	\$ 19,243,693	56
2012 Total Projected Revenue		\$ 34,429,284	

Agency's 2011 Revenue Information

Funding Entity	Agency's 2011 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	HHS Federal Funding, HUD	\$ 7,639,978	22
State	Primary Care Grant, MPCA, Family Health Council,	\$ 4,204,563	12
Jackson County	Mental Health Levy, COMBAT, Outside Agency Fur	\$ 1,716,101	5
Other Counties		\$ -	0
City	Health Levy, Homeless SHP	\$ 1,250,417	4
Charity/Donations	United Way, Reach, Susan Komen, Wyandotte Hea	\$ 768,211	2
Fundraisers		\$ -	0
Other (please list)	WIC, Insurance Medicaid, Medicare, third party	\$ 18,746,924	55
2011 Total Revenue		\$ 34,326,194	

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 checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 306,000	Imani House
Mental Health Levy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 1,297,950	MHC & General Serv
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 checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 321,151	MHC, Chronic Care, HOV
2011 Total Jackson County Funding			\$ 1,925,101	

\$323,034 CW

SEP 16 2011

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"/>	\$ 200	
Harvesters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	

KANSAS CITY
KANSAS CITY, MISSOURI

Section C: 2012 Program Budget

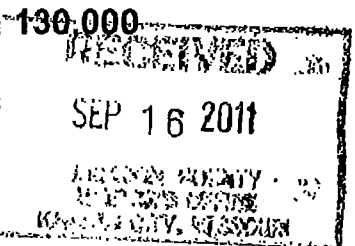
Complete a separate program budget for each program your agency is applying for funding.

Agency Name: Swope Health Services

Program Name: Low Birth Rate

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
RN	\$ 56,645	100%	\$ 56,645
Family Practitioner	154,500	5%	7,725
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 64,370
Total Benefits			\$ 16,093
Total Personal Services			\$ 80,463
Contractual Services			
			\$ -
			\$ -
			\$ -
			\$ -
Occupancy(Share of Telephone, Space, Utilities, Environmental Services)			17,753
Indirect Costs (Calculated @ 12.0% Of Direct Costs)			13,622
Total Contractual Services			\$ 31,375
Supplies			
Medical Supplies			\$ 18,163
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 18,163

Total Program Request \$



Section D: 2011 Program Information

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

Agency Name:

Swope Health Services

Program Name:

Low Birth Weight

Proposed Program

Detail functions to be performed by each program.

The purpose of this request is for funding to support Swope Health Services' (SHS) Low Birth Weight Program. With the assistance of funding from Jackson County, SHS was able to hire a full time RN to facilitate the expansion of this program to the satellite clinics in Jackson County. This nurse, in collaboration with a SHS Physician will perform Title X family planning services. This care team will perform these duties at Swopes' satellite facilities located in Jackson County. They will perform a variety of services to include, but are not limited to; education and outreach to avoid delays in initiation of prenatal care and decrease missed appointments; preconception planning and birth spacing education (birth spacing of at least 15 months following delivery); teen education on reproduction and STD issues.

This program will include the development of outcomes metrics regarding:

1. Prenatal care visits (ACOG standard is 14 visits for a full term pregnancy) i.e., number of pregnant females and number of who receive 12 or more visits.
2. Number of low birth weight babies born among total deliveries.
3. Percent of pregnant women receiving care in the first trimester.

Note: Low birth weight is defined as babies born weighing less than 2500 grams.

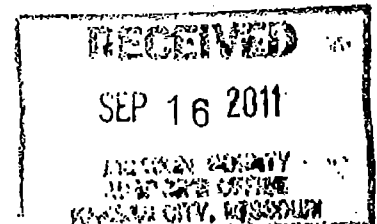
Participants

Identify the number of participants by County that each program serves.

Jackson, MO	Potentially Eligible Participants	9,521
Clay, Platte, Cass, MO		
Wyandotte, Johnson, KS		
Other Missouri		

Target Population

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



Swope Health Services target population for this program are all female patients between the ages of 13 - 45. Patients, among this population, tend to have high rates of chronic disease such as diabetes, heart disease and obesity which are validated by SHS demographic data. Additionally, and more significantly, low birth weights and higher than average teen pregnancies occur among our target population when compared to other areas of Jackson County.

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

What level of indigents (below poverty level) do you serve? **50%**

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

Senior Program	0 %
Indigent Program (Below Poverty Level)	1 %
Senior Indigent Program	0 %

What criteria do you have for the clients you serve?

Swope Health Services, as a federally qualified health center provides medical, dental and behavioral health services to all patients and clients regardless of their ability to pay. Services are provided on a sliding fee scale.

Service Delivery Area

Identify your specific geographic service delivery area for each program.

The service delivery area for the Low Birth Weight program is defined Kansas City, MO. Service areas of Swope Health Services satellite clinics will be the target area.

Fund Separation

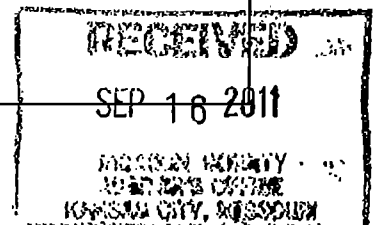
Indicate what measures your agency will take to ensure that funds received from Jackson

Swope Health Services will ensure that all funds received from Jackson County are used for the benefit of Jackson County Residents. This fund separation is / will be achieved by tracking each patient by zip code of origin. Our practice management system allows staff to register patients to include their zip code. Patients living in the targeted zip codes will be afforded the opportunity to receive Title X services as funded by this grant. It is significant to note that no patients will be turned away - those patients requiring these services and who live outside of Jackson County will be billed, as appropriate, to Swope's other funding sources.

Approach & Method

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

1. Uninsured and underinsured clients will have access to contraceptive supplies, services and reproductive health information to lower the incidence of unintended pregnancy.



2. Clients choosing to postpone pregnancy through contraception will not report a positive pregnancy test within 15 months of receiving contraception.

3. Clients reporting a positive pregnancy test will initiate and continue consistent prenatal care through the duration of the pregnancy.

Detail specific methods you will use to achieve these objectives.

Objective 1. Gynecological examinations, basic lab tests, education, counseling and other screening services for STDs and HIV as well as pregnancy testing will be provided. The appropriate contraceptive method for the client will be available on-site or through referral.

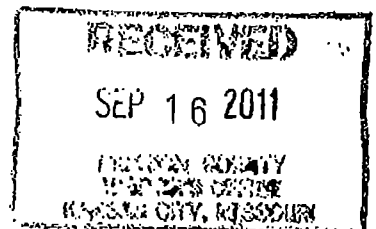
Objective 2. Chart audits will be conducted biannually to determine whether or not a positive pregnancy test has been reported within 15 months of the initiation of contraceptive management.

Objective 3. Prenatal care or appropriate referrals will be utilized for the duration of the client's pregnancy

Objective 4. Reproductive preconception education, birth spacing and prenatal educational classes will be available for clients' utilization.

Evaluation

How can the success of each program be evaluated?



1. Prenatal clients continuing with Swope Health Services for the duration of their pregnancy and postpartum visit will be utilized for Infant birth weight information measurement. **Evaluation for January through August 30th 2011:** SHS South clinic in Jackson County had a total of 18 clients initiate their prenatal care. Two clients did not continue their prenatal care. The remaining client status is as follows: a. Clients due to deliver in 2012 - 4/16 - 25%. b. Pending delivery in 2011 - 6/16 - 38% c. Clients post delivery and pending postpartum care 5/16 - 31%, and 1/16 - 6% reported delivery information. 2. A goal of less than 5% of reported deliveries will be low birth weight (which is less than 2500 gms). **Evaluation for January through August 30th 2011:** Only one client has reported delivery information during this reporting period. that birth weight was greater than 2500 gms at 3091 gms. The remainder of the clients are due to deliver from 09/24/2011 through 02/0/2012. Statistics for compliance will be utilized upon the completion of the calendar year to include those clients who have not yet delivered and pending postpartum appointments. 3. The audits will indicate 90% of female clients seeking contraception do NOT report a positive pregnancy test within 15 months of receiving contraception. **Evaluation: Total number of female clients seeking contraceptive care from January through August 30th 2011 - 67. Total clients receiving a contraceptive method during the reporting period - 59. Total clients having initiated contraceptives for 15 months included in this study 10/59 17%. Of those clients 0/15 have had a positive pregnancy test. The remaining clients have not yet met the qualification period of 15 months utilization of a contraceptive method.**

Notification

How will your organization make clients, the public and the media

Swope Health Services will make the clients, public and the media aware of the generous taxpayer funding received from Jackson County through community awareness presentations, printed publications and support at appropriate events when requested.

