

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."

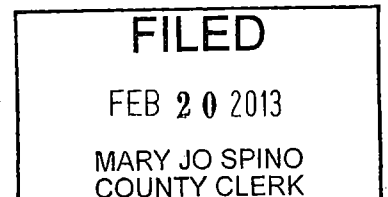
WHEREAS, the County recognizes its statutory obligations to the indigent under Sections 205.210 et seq. and 205.580 et seq., RSMo, and recognizes the problems associated with providing healthcare for indigent individuals; and,

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 Chronic Disease Management Program. The Chronic Disease Management Program provides for a variety of services including, but not limited to, providing a high level of one-to-one education and support to diabetes patients, 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 \$83,000.00 for providing healthcare services for the indigent. One quarter of this sum, or \$20,750.00, 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 quarter 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 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, 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 (30) days prior to the effective date of

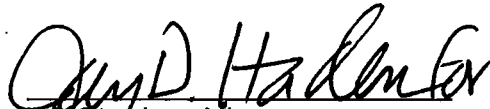
termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by SHS as verified by the County's audit.

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

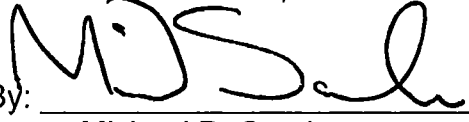
(Signature page to follow)

IN WITNESS WHEREOF, the parties have executed this Agreement this 20th
day of February, 2013.

APPROVED AS TO FORM:


Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By: 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

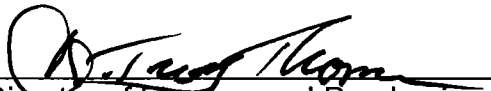
SWOPE HEALTH SERVICES

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

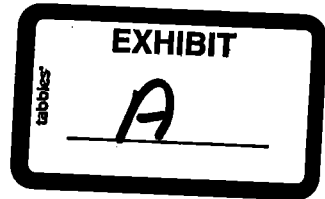
REVENUE CERTIFICATE

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 \$83,000.00 which is hereby authorized.

February 14, 2013
Date


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

76012013001



OUTSIDE AGENCY FUNDING REQUEST FORM 2013 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 2012 and 2013 Revenue Information page 2
Section C: Individual Program Budget page 3
Section D: Program Information pages 4 - 8
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Section A: Organization or Agency Information

Name: Swope Health Services
Address: 3801 Blue Parkway
Phone No: 816-923-5800 Fax: 816-448-2982
Website Address: www.swopehealth.org
Federal Tax ID No: 43-0957840 Fiscal Year Cycle: 2013
Executive Director: David R. Barber, Interim President/CEO
Name and Title of Principal Contact Person: James Nunnelly
Phone No: 816-922-7645 x6325 Email Address: jnunnelly@swopecommunity.org
Submittal of this request has been authorized by: [Signature]
Date: 8/28/2012

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JACKSON COUNTY AUDITORS OFFICE KANSAS CITY, MISSOURI Section A

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	HHS Federal Funding, HUD	\$ 7,544,771	18
State	Primary Care Grant, MPCA, Family Health Council,	\$ 6,180,803	15
Jackson County	Mental Health Levy, COMBAT, Outside Agency Fur	\$ 1,924,059	5
Other Counties	Wyandotte	\$ 306,646	1
City	Health Levy, Homeless SHP	\$ 1,543,096	4
Charity/Donations	United Way, Reach, Susan Komen, Wyandotte Hea	\$ 470,912	1
Fundraisers		\$ -	0
Other	WIC, Insurance Medicaid, Medicare, third party	\$ 22,931,475	56
2013 Total Projected Revenue		\$ 40,901,762	

Agency's 2012 Revenue Information

Funding Entity	Agency's 2012 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	HHS Federal Funding, HUD	\$ 7,544,771	19
State	Primary Care Grant, MPCA, Family Health Council,	\$ 6,180,803	15
Jackson County	Mental Health Levy, COMBAT, Outside Agency Fur	\$ 1,731,653	4
Other Counties	Wyandotte	\$ 306,646	1
City	Health Levy, Homeless SHP	\$ 1,543,096	4
Charity/Donations	United Way, Reach, Susan Komen, Wyandotte Hea	\$ 470,912	1
Fundraisers		\$ -	0
Other (please list)	WIC, Insurance Medicaid, Medicare, third party	\$ 22,263,568	56
2012 Total Revenue		\$ 40,041,449	

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 checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 305,000	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"/>	\$ 321,109	MHC, Chronic Care, Low B
2012 Total Jackson County Funding			\$ 1,924,059	

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

Mid America Regional Council	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -
Harvesters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -

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Section C: 2013 Program Budget

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

Agency Name: Swope Health Services

Program Name: Chronic Disease Management

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
RN	\$ 53,560	100%	\$ 53,560
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 53,560
Total Fringe Benefits			\$ 15,532
Total Personal Services			\$ 69,092
Contractual Services			
Mileage			\$ 200
			\$ -
			\$ -
			\$ -
Occupancy(Share of Telephone, Space, Utilities, Environmental Services)			\$ 3,525
Indirect Costs (Calculated @ 12.0% Of Direct Costs)			\$ 8,983
Total Contractual Services			\$ 12,708
Supplies			
Office Supplies			\$ 600
Medical Supplies			\$ 600
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 1,200

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Total Program Request \$ 83,000

Section D: 2013 Program Information

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

Agency Name: Swope Health Services

Program Name: Chronic Disease Management

Proposed Program

Detail functions to be performed by each program.

The CDM program is designed to substantially reduce the serious medical complications of diabetes, and other chronic illnesses. This proven SHS initiative will be achieved primarily through the efforts of a CDM nurse whose activities include assessing the medical status of patients, monitoring their medications and working with them to change behaviors that will mitigate or eliminate the life-threatening complications that uncontrolled diabetes and other conditions can cause. SHS routinely provides an array of essential health services, including family medicine, internal medicine, pediatrics, obstetrics/gynecology, and diagnostic laboratory and radiology services for low income people. This care includes our Chronic Disease Management (CDM) program, which is the focus of this request for funding. The Chronic Disease Management Program is designed to provide a high level of one-to-one education and support to chronic disease patients who often require personal intervention to persuade them to do what is necessary to mitigate the potential serious medical complications of their disease. SHS has embraced and further refined it for improved efficacy- an intervention model utilized by RN's certified in diabetes care. SHS has joined with the Department of Health and Human Services' Health Resources and Service Administration (HRSA) and the Missouri Primary Care Association to form a regional Chronic Disease Management Collaborative aimed at tracking and reducing the complications of patients with diabetes and other chronic diseases. Progression of diabetes patients, as it relates to critical diabetes-related indicators, is tracked through the Electronic Clinical Works (ECW) system. In 2012, SHS hired an additional full-time CDM nurse to assist one of the nurses' who was only available to other clinics on a part-time basis. The CDM nurse functions as a case manager for patients, assessing their medical status and explaining in easy to understand terms the life-threatening complications that uncontrolled diabetes or cardiac disease often cause. The CDM nurse establishes a bond of trust with the patient and explores simple lifestyle changes that the patient is willing and able to make that could, over time, substantially improve his/her quality of life as well as extend the patient's life span. Nothing is arbitrary; the whole point of this program is to educate patients about their health issues and, through discussion, help them decide what specific actions they want to take to improve their health. There are 2 nurses available to Jackson County patients. Angle Heflin-Nicholson RN, CDE for Adult Medicine, Prompt Care, Outreach, and After Hours clinics and Amberly Kirkwood, RN, DE for Independence and South Clinics. Amberly Kirkwood was hired from funds received from Jackson County

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Section D: 2013 Program Information

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

Agency Name: Swope Health Services

Program Name: Chronic Disease Management

Participants	
Identify the number of participants by County that each program serves.	
Jackson, MO	223
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
Other Missouri	
Target Population	
Describe target population and demographics to be served by each program.	
<p>The SHS target population are patients with chronic health conditions who access care at Swope Health South as these patients, given previously cited comparison data, are at risk for diabetes and other illnesses. These individuals, as a group, may require more intensive care than the typical patient at a private clinic. The reasons many of our patients spend what limited money they have on food, shelter, and other basic necessities, they often enter our system only after their health problems have escalated. Statistics indicate their risk for diabetes and cardiovascular disease is higher than average. There are several health care related concerns that affect the primary communities (Hickman Mills, Ruskin Heights, and Center) served by Swope Health South, located at 8825 Troost Avenue in southern Kansas City. These patients reside in the targeted zip codes of 64129, 64131, 64134, 64137, 64138. The Missouri Department of Health and Human Services reports community profiles which allows for comparison of race and ethnicity, rates for those living below the Federal Poverty Level (FPL), educational attainment and health disparities of which diabetes is a major issue for this community's population. Residents in these zip codes were worse off in almost every category when compared to all residents of Jackson County. The Center For Disease Control estimates that almost 1 in 10 people have diabetes, which when uncontrolled, leads to stroke, heart disease and other serious, expensive to treat, medical complications. Because SHS is so often viewed as a healthcare provider of last resort, our diabetes patients tend to enter our system with little or no previous treatment. As a result, their medical problems are more advanced, thus requiring more intensive care and intervention. Second, is the general lack of resources to obtain health care. According to the U.S. Census Bureau 29.9% to 47% of the residents in these zip codes live in low-income households with income 200% less than the FPL. One in four of the residents have no health insurance whatsoever.</p>	
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?	50%
Please classify your program from the following types by percentage of your agency's overall service	
Senior Program	50%
Indigent Program (Below Poverty Level)	50%
Senior Indigent Program	50%
What criteria do you have for the clients you serve?	
Swope Health Services, as a federally qualified health center (FQHC) provides medical, dental and behavioral health services to all patients regardless of their ability to pay on a sliding scale	

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Section D

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Section D: 2013 Program Information

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

Agency Name: Swope Health Services

Program Name: Chronic Disease Management

Service Delivery Area

Identify your specific geographic service delivery area for each program.

The service delivery area for the chronic disease management program is defined as south Kansas City, Mo. We will focus specifically on residents living in the targeted zip codes as follows: 64129, 64131, 64134, 64137, 64138

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.

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 allows staff to register patients to include their zip code. Only patients living in the targeted zip codes will be afforded the opportunity to receive chronic disease management services

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Section D: 2013 Program Information

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Agency Name: Swope Health Services

Program Name: Chronic Disease Management

Approach & Method

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

1. Control of blood sugar. $\leq 40\%$ of diabetic patients will have a hemoglobin A1C value $\leq 7\%$.

2. Diabetic patients should maintain blood pressure $\leq 130/80$ (evidence based goal) Metric: $\geq 25\%$ of diabetic patients will have blood pressures $< 130/80$.

3. Patients with cardiovascular disease should have an annual fasting lipid profile (evidence based goal)
Metrics: $\geq 80\%$ of patients with cardio

Detail specific methods you will use to achieve these objectives.

Objective 1: Patients will be encouraged by their primary care provider to schedule an appointment for counselling with CDM nurse. CDM nurse will follow up with a phone call to make the appointment. Objective 2: Chronic disease patients will be encouraged to see their primary care provider at least twice a year.

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Section D: 2013 Program Information

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Agency Name: Swope Health Services

Program Name: Chronic Disease Management

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.

Swope's EMR is a sophisticated tool used by Swope Health Services to collect and aggregate data. It tracks seven factors related to diabetic and cardiovascular health, including blood sugar, blood pressure and cholesterol levels. The MPCA establishes outcome achievement levels for each of these factors based on HRSA guidelines. Physicians and other providers are notified of outcome results so they can adjust their treatment plan accordingly. Diabetes patients in the SHS system, including Swope Health South patients, are entered into the ECW system at the first visit to a SHS clinic. Every client with diabetes is tracked beginning with their initial visit.

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)

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.

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