

COOPERATIVE AGREEMENT
(Mental Health Court)

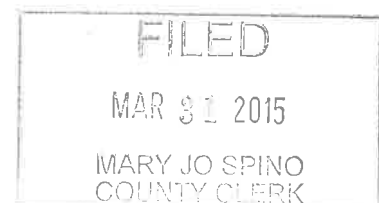
THIS AGREEMENT, made by and between **JACKSON COUNTY, MISSOURI**, a Constitutional Home Rule Charter County of the First Class of the State of Missouri, hereinafter referred to as "the County" and a Missouri not-for-profit corporation, **SWOPE HEALTH SERVICES, 3801 BLUE PARKWAY, KANSAS CITY, MO 64130**, hereinafter referred to as "Organization".

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 homeless individuals and those at risk of homelessness; 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 Organization respectively promise, covenant, and agree with each other as follows:

1. **Services.** Organization agrees to use the funds provided by the County under this agreement to provide for The Mental Health Court (MHC) Diversion Program. The MHC Program is a specialized docket for non-violent misdemeanor offenders who are extended an opportunity to participate in court-supervised mental health evaluation in lieu of criminal sanctions, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. If Organization encounters unforeseen



circumstances that require a change to Organization's budget, Organization shall submit a written request to the Jackson County Legislative Auditor's no later than October 30, 2015. Any changes to the budget must be approved by the Jackson County Legislature.

2. **Terms Of Payment.** The County agrees to pay Organization the total amount of **\$29,341.00** in quarterly installments of **\$7,335.25**, 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 County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

3. **Reports/Other Documentation.** Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization 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 quarter 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 all of Organization's activities pursuant to this Agreement. Organization's failure to submit this annual report shall disqualify Organization from future funding by the County.

Organization must notify the County in writing on Organization's letterhead, within five working days of the following changes:

- a. Organization name, address, telephone number, administration, or board of directors
- b. Organization funding that will affect the program under this contract
- c. Liability insurance coverage
- d. Management or staff responsible for providing services pursuant to this contract
- e. Any proposed or actual merger or acquisition either taken by the Organization or toward the Organization

4. **Submission Of Documents.** No payment shall be made under this Agreement unless Organization 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) Organization's IRS Form 990 from the previous fiscal or calendar year; (3) a statement of Organization's total budget for its most recent fiscal year; and (4) a detailed explanation of actual expenditures of the County's funds (pertains to final payments and payments on contracts for future years). If Organization has previously received funding from the County, to be eligible for future payments, Organization must submit either an audited financial statement for Organization's most-recent fiscal or calendar year by March 31 of the following year, or a certified public accountant's program audit of the County's funds by January 31 of the following year. Any documents described herein which were 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 Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

5. **Equal Opportunity.** Organization shall maintain policies of employment as follows:

A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants are employed and employees are treated without regard to their race, religion, color, sex, age, disability, or national origin. Such action shall include, but not be limited, to the following: recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Organization agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

B. Organization and Organization's subcontractor(s) shall, in all solicitation or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, age, disability, or national origin.

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 parties agree that the County may, for any reason and at any given time, examine and audit the books and records of Organization pertaining to its finances and operations. Further, Organization agrees to establish and adopt such accounting standards and forms as recommended by the County prior to receipt of the County's first distribution of funds under the terms of this Agreement. The forms used to document expenditure of these funds may be changed from time to time by the County.

8. **Default**. If Organization shall default in the performance or observation of any covenant, term or condition herein contained to be performed by Organization, the County shall give Organization ten days written notice, setting forth the default. If said default shall continue and not be corrected by Organization within ten days after receipt of notice from the County, the County may, at its election, terminate this Agreement and withhold any payments not yet made to Organization. Said election shall not, in any way, limit the County's rights to sue for breach of this Agreement.

9. **Appropriation Of Funds**. Organization and the County recognize that the County intends to satisfy its financial obligation to Organization 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 Organization 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.

10. **Conflict Of Interest.** Organization 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. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced by reason 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.

12. **Indemnification.** Organization shall indemnify, defend and hold the County harmless from any and all claims, liabilities, damages, and 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 Organization during the performance of this Agreement.

13. **Insurance**. Organization shall maintain the following insurance coverage during the term of this Agreement.

A. Organization shall maintain Commercial General Bodily Injury and Property Damage Liability insurance, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

B. Organization shall maintain, if any motor vehicles are used in the performance of the Services, Commercial General Bodily Injury and Property Damage Liability insurance, and Automobile Liability insurance including owned, non-owned, or hired vehicles, each in a combined single limit of One Million Dollars (\$1,000,000) each occurrence for bodily injury and property damage liability.

C. Organization agrees to provide the County with certificates of insurance evidencing the above described coverage prior to the start of Services, and annually thereafter, if required by the County. Such certificates shall provide that the applicable insurance policies have been endorsed to provide a minimum of thirty days advance notice to the County in the event of cancellation, non-renewal, or reduction in limits by endorsement.

14. **Term**. The term of this Agreement shall commence January 1, 2015, and

shall continue until December 31, 2015, unless sooner terminated pursuant to paragraph 8, 15, or 19 hereof. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by Organization as verified by the County's audit.

15. **Termination**. This Agreement may be terminated for any reason or no reason by either of the parties upon thirty (30) days' written notice to the other party's designated fiscal representative. All services and payments shall continue through the effective date of termination. Termination of this Agreement shall not constitute a waiver of the rights or obligations which the County or Organization may be entitled to receive as provided in this Agreement, or be obligated to perform under this Agreement for services prior to the date of termination. Should this Agreement terminate, all County written materials of any kind must be delivered and returned by Organization to the County within ten (10) days of the termination of this Agreement.

16. **Standard Of Care**. Organization shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily possessed and exercised by professionals operating under similar circumstances.

17. **Financial Contact**. Organization shall designate a fiscal representative to act as a liaison between the parties to resolve any problems, complaints, or special circumstances encountered in the billing of the services agreed upon here.

Fiscal Representative
Q. Troy Thomas
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Swope Health Services
~~Mark Miller, VP Behavior Health~~
3801 Blue Parkway
Kansas City, MO 64130
(816) 923-5800

NAIMISH PATEL
CHIEF FINANCIAL
OFFICER

18. **Compliance.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code. Organization shall file quarterly compliance reports as required by the County Compliance Review Office. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.

19. **Remedies For Breach.** Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:

A. The County may, without prior notice to Organization, immediately terminate this Agreement; and

B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization has not yet rendered services in accordance with this Agreement, and to collect the County's reasonable attorney's fees, court costs and service fees if it is necessary to bring action to recover such payments.

20. **Transfer And Assignment.** Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.

21. **Organization Identity.** If Organization is merged or purchased by another entity, the County reserves the right to terminate this Agreement. Organization shall immediately notify the county in the event it is merged or purchases by any other entity.

22. **Confidentiality.** Organization's records concerning the identities of those participating in its programs shall be strictly confidential; the County shall be entitled to examine said records in performing its audit and review functions, but shall not disclose said identities to any third party in any fashion.

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

IN WITNESS WHEREOF, the County and Organization have executed this Agreement this 31st day of March, 2015.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

W. Stephen Nixon
W. Stephen Nixon
County Counselor

By MDS
Michael D. Sanders
County Executive

ATTEST:

SWOPE HEALTH SERVICES

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

By Shirley A. Harker
Title President & CEO
Federal Tax 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 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 \$29,341.00, which is hereby authorized.

Date 3/26/15

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

10 PC 76012015002



OUTSIDE AGENCY FUND 2015 BUDGET

**EXHIBIT A
RES. 18714
MENTAL HEALTH COURT**

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 2014 and 2015 Revenue Information	page 2
Section C: Jackson County Program Budget Request	page 3
Section D: Program Information	pages 4 - 8

Section A: Organization or Agency Information

Name: Swope Health Services

Address: 3801 Blue Parkway, KCMO Zip Code: 64130

Phone No: 816-923-5800 Fax: 816-448-2982

Website Address: www.swopehealth.org

Federal Tax ID No: 43-0957840 Fiscal Year Cycle: 2015

Executive Director/President: Dave Barber

Phone No: 816-923-5800 Email: dbarber@swopehealth.org

Name/Title of Principal Contact Person: Mark Miller, VP Behavioral Health

Phone No: 816-923-5800 Email: mmiller@swopehealth.org

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Section B Agency's 2014 and 2015 Revenue Information			
Agency's 2015 Projected Revenue Information			
Funding Entity	Source You Will Request 2015 Funding	Projected	% of
Federal	HHS and HUD	\$ 8,866,813	22
State	MPCA, MFHC, and Primary Care Grant	\$ 5,670,612	14
Jackson County	Mental Health Levy, COMBAT, Outside	\$ 1,929,075	5
Other Counties		\$ -	0
City	Health Levy	\$ 1,366,671	3
Charity/Donations	United Way, Wyandotte Health Foundation,	\$ 581,994	1
Fundraisers			0
Other	WIC, Medicaid, Medicare, & Third Party	\$ 22,558,101	55
2015 Total Projected Revenue		\$ 40,953,267	

Agency's 2014 Revenue Information			
Funding Entity	Source You Received 2014 Funding From	Amount	% of
Federal	HHS and HUD	\$ 8,369,828	20
State	MPCA, MFHC, and Primary Care Grant	\$ 5,461,872	13
Jackson County	Mental Health Levy, COMBAT, Outside	\$ 1,681,609	4
Other Counties		\$ -	0
City	Health Levy	\$ 1,396,671	3
Charity/Donations	United Way, REACH, Wyandotte Health	\$ 847,244	2
Fundraisers		\$ -	0
Other (please list)	WIC, Medicaid, Medicare, & Third Party	\$ 23,243,504	57
2014 Total Revenue		\$ 41,000,729	

Please identify the Jackson County source(s) your agency received funding from in 2014				
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"/>	\$ 1,361,966	General Services
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 type="checkbox"/>	\$ 261,109	Mental Health Court,
2014 Total Jackson County Funding			\$ 1,929,075	

Did your agency receive funding or resources in 2014 from either of the following? If so, in what way did you participate? If not, why?				
Mid America Regional Council			\$ -	
MAAC Link	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Harvesters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	

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Section C
2015 Jackson County Program Budget Request
complete a separate program budget for each program your agency is applying for funding

Agency Name: Swope Health Services

Program Name: Mental Health Court Program

Program Request # of

Personal Services			
attach job description or duties for NEW salary requests only			
Position / Title	Annual Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson Co.
Andre Jackmon- Court Specialist	58000	25%	\$ 14,500
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 14,500
Fringe Benefits			\$ 4,205
Total Personal Services			\$ 18,705
Contractual Services			
Mileage			\$ 640
Cell Phone Usage			\$ 600
Parking			\$ 768
			\$ -
Occupancy (Share of Telephone, Space, Utilities, Environmental Services)			\$ 4,143
Indirect Costs (Calculated @ 10% of Direct Costs)			\$ 2,486
Total Contractual Services			\$ 8,636
Supplies			
Supplies			\$ 500
Training Materials			\$ 1,500
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 2,000
Total Jackson County Program Budget Request			\$ 29,341



Section D
2015 Program Information
Complete a separate program information sheet for each program your agency is applying for funding

Agency Name: Swope Health Services

Program Name: Mental Health Court

Program Request # 1 **of** 4

Proposed Program Cost	
What is the total cost to run your program regardless of the Jackson County funding you are requesting?	
Total Program Cost	\$ 104,341
Proposed Program	
Detail functions to be performed - limit your response to the space provided	
<p>The Mental Health Court Diversion (MHC) Program is a specialized docket for non-violent felony, misdemeanor, re-entry, probation and parole offenders who are extended an opportunity to participate in court-supervised mental health evaluation through Jackson County Circuit Adult Drug Court. Participants in this program are severely and persistently mentally ill (SPMI), have co-occurring disorders (SPMI and chemical dependency) or have experienced other severe trauma that affects their decision making processes and functioning. The program was established in 2002, and like other mental health courts nationally, was established as a strategy for reducing the number of mentally ill individuals who have contact with the criminal justice system by diverting them to treatment. The MHC track for individuals with co-occurring disorders operates within Jackson County, exclusively in the Jackson County Circuit Drug Court. From August 2013 through August 2014, 125 people have been referred for services through Division 50. With the implementation of the Jackson County's e-court system, all client's information is readily available for the Commissioner, client advocates, probation and parole and KCCC to review. The purpose of this position is to provide a part time employee solely dedicated to the JCCADC, Mental Health Track. This is necessary to assure there will not be an interruption in services for current and/or future offenders.</p>	

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Section D
2015 Program Information
Complete a separate program information sheet for each program your agency is applying for funding

Agency Name: Swope Health Services

Program Name: Mental Health Court

Program Request # 1 **of** 4

Participants	
Identify the number of participants that each program serves	
# served with this program	167
Of the # served with this program, how many are from:	
Jackson County	167
Other Counties	-
Target Population	
Describe target population and demographics to be served by each program	
<p>The target population of the MHC are adults residing in Jackson County. The clients referred to the program are referred on the basis of their residency and their initial evaluation through KCCC, behavior in court, by counselors, probation officers and/or asking for assistance due to a previous history of severe and persistently mentally ill and/or other avenues. The client's of the Jackson County Circuit Drug Court are a diverse group of individuals who reflect society at large. In Kansas City, our clients have a tendency to have a greater need with regard to a lack of support in positive relationships, housing, legal and medical issues. The client's who are within the urban core of Kansas City have a higher level of criminogenic behaviors that has the potential to adversely impact their success in the program. The client's who are in Independence represent a lower level of criminogenic behavior and appear to have more family support and positive relationships. Additionally, they do not appear to have a lengthy criminal history and many know how to access medical care.</p>	
<p>Estimate of your cost per participant: \$1,100 for 6 months of treatment The Mental Health Court Diversion Co-occurring track provides services to What criteria do you have adult defendants who are existing participants of the Jackson County Circuit</p>	
<p>Do you keep a list of participants? <input checked="" type="checkbox"/> Yes</p>	
<p>Would you provide these services to anyone at your door? <input checked="" type="checkbox"/> Yes</p>	
<p>Is anyone denied services? <input checked="" type="checkbox"/> No</p>	
<p>Please classify your program from the following types by % of your agency's overall services:</p>	
<p>Seniors Program: 0%</p>	
<p>Indigent Program (Below Poverty Level): 50%</p>	
<p>Indigent Senior Program: 0%</p>	

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2015 Program Information
Complete a separate program information sheet for each program your agency is applying for funding

Agency Name: Swope Health Services

Program Name: Mental Health Court

Program Request # 1 **of** 4

Service Delivery Area Identify your specific geographic service delivery area for each program
The service delivery area is targeted to residents of Jackson County, Missouri. The referral form for each client indicates his/her address and due to the requirements for Jackson County Circuit Adult Drug Court are verified by the court. All Jackson County residents will be billed through the account type associated with funding received from Jackson County. Additionally, per the guidelines of the Jackson County Circuit Drug Court, clients who are not residents of Jackson County can not participate in the JCCADC program. The data aggregated for population by race and sex is generally completed by Jackson County at the end of the year.
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
All consumers participating in the Mental Health Court Diversion Program must be Jackson County residents. Operationally, fund separation is initially captured via the referral form where each client indicates his/her address, which is validated by Swope staff by viewing the clients' official Missouri identification at the initial screening. The information provided by the client is then entered into the e-court system. All Jackson County Circuit Adult Drug Court participants will be billed under the account type associated with Jackson County Circuit Adult Drug Court.

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Section D

Section D
2015 Program Information
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Agency Name: Swope Health Services

Program Name: Mental Health Court

Program Request # 1 **of** 4

Approach & Method
List the top three (3) objectives for each program
<p>1. Decrease recidivism: The MHC track program has consistently maintained a recidivism rate between 8% and 14% since the beginning of the program.</p>
<p>2. Increase and maintain psychiatric medication compliance: Participants in the MHCD program have consistently maintained at least a 70% medication compliance rate.</p>
<p>3. Eliminate and/or decrease substance use/abuse: Approximately 70% of all MHCD program participants have a co-occurring disorder. All clients being serviced through the Jackson County Circuit Adult Drug Court have a co-occurring disorder.</p>
Detail specific methods you will use to achieve these objectives
<p>Holistic Framework: The MHC treatment team is a Trauma informed team that assesses, educates, advocates, facilitates and intervenes with particular attention to the participants: behavioral, legal, health, vocational, environmental and educational needs. Strengths Based: Each Court Monitor initiates an assessment of each participant's strengths at the time of screening and continues to assess and build upon these strengths through discharge. Incentive Structure: Incentives in the form of gift cards to local merchants are provided to recognize and celebrate participants' compliance, sobriety, and accomplishment of personal or treatment based goals. Operational incentives may also be included in the form of decreased court appearances, decreased monitoring and/or decrease in treatment requirements. Random Urinalysis Testing: Random urinalysis testing is performed on all clients throughout their participation in the program.</p>

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2015 Program Information

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Program Name: Mental Health Court

Program Request # 1 **of** 4

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 three outcomes are as follows: 1.) Less than 30% of participants who successfully complete the MHCD program and/or the Mental Health Track of the Jackson County Circuit Drug Court will incur additional charges six months post discharge. 2.) After three months or longer of mental health treatment and court supervision, 90% of adult defendants served by the MHCD program will have achieved and sustained psychiatric medication compliance. 3.) After three months or longer of dual diagnosis treatment and court supervision 70% of adult defendants served by the MHCD program will have achieved and sustained drug and alcohol abstinence.

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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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 **Swope Health Services**, 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, **Swope Health Services**, 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.)

David R. Barber
Authorized Representative's Signature
President & CEO
Title

David R. Barber
Printed Name
Date

Subscribed and sworn before me this 9 day of March, 2015. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on 10/12/15.

Shayleen Y. Walker
Signature of Notary

3/9/15
Date



SHAYLEEN Y. WALKER
My Commission Expires
October 12, 2015
Jackson County
Commission #11102500