

COOPERATIVE AGREEMENT

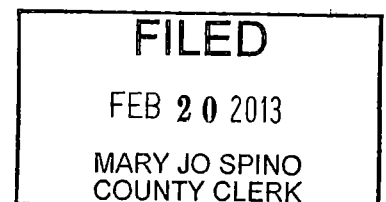
AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **SWOPE HEALTH SERVICES**, 3801 Blue Parkway, Kansas City, MO 64130, a not-for-profit organization, hereinafter called "SHS."

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 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 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 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.



2. **Terms of Payment.** The County shall pay to SHS a total amount not to exceed \$59,843.00 for providing healthcare services for the homeless. One quarter of this sum, or \$14,960.75, 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 cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, and any other documents requested by the Director of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. The last quarter's report shall include an annual report which shall summarize all of SHS's activities pursuant to this Agreement. Agency'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:


W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By: 
Michael D. Sanders
County Executive

ATTEST:


Mary Jo Spino
Clerk of the Legislature

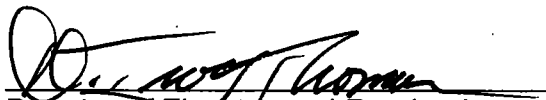
SWOPE HEALTH SERVICES

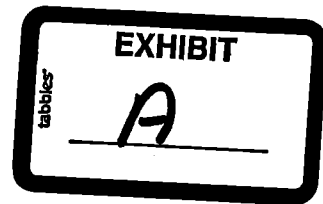
By: 
Executive Director
Federal I.D. 43-0957840

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 \$59,843.00 which is hereby authorized.

February 14 2013
Date


Director of Finance and Purchasing
Account No. 002-7601-56789
76012013003



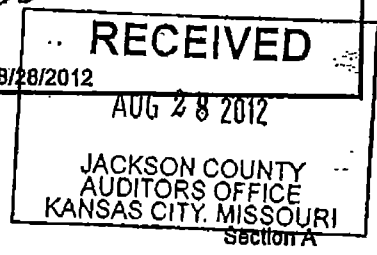
OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

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

Email: auditor@jacksongov.org

Section A: Organization or Agency Information	page 1
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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: <i>[Signature]</i>	
Date:	8/28/2012



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	\$ 7,644,771	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?		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: auto;"> RECEIVED AUG 28 2012 JACKSON COUNTY AUDITORS OFFICE KANSAS CITY, MISSOURI </div>
Mid America Regional Council	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$ -	
Harvesters	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No \$ -	

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: Mental Health Court Project

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
Program Manager	55,854	50%	\$ 27,927
Court Monitor	48,553	10.0%	\$ 4,855
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 32,782
Total Fringe Benefits			\$ 9,507
Total Personal Services			\$ 42,289
Contractual Services			
Mileage			\$ 471
Cell Phone Usage			\$ 450
Staff Development			\$ -
Parking			\$ 825
Occupancy(Share of Telephone, Space, Utilities, Environmental Services)			\$ 8,942
Indirect Costs (Calculated @ 10% Of Direct Costs)			\$ 5,365
Total Contractual Services			\$ 16,053
Supplies			
Supplies and UA's			\$ 1,500
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 1,500

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Total Program Request \$ 59,843

Section C

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: Mental Health Court Project

Proposed Program

Detail functions to be performed by each program.

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. Since January 1, 2012 through August 17, 2012, 216 people have been referred for services through Division 50. These referrals have more than doubled since last year. Additionally, with the incorporation of synthetic and prescription substance abuse, the issues these offenders bring are becoming more complex. This is generally due to the criminogenic nature of servicing defendants with co-occurring disorders, in addition to their significant medical needs. The purpose of this position is to provide a full 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. Some of the partners of Swope Health Services' Mental Health Court Project are Kansas City Community Center (KCCC), Truman Medical Center, Rediscover and Comprehensive Mental Health Services.

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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: Mental Health Court Project

Participants	
Identify the number of participants by County that each program serves.	
Jackson, MO	124
Clay, Platte, Cass, MO	-
Wyandotte, Johnson, KS	
Other Missouri	
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 clients 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 clients 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 clients 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>Would you provide these services to anyone at your door? Is anyone denied services? 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 services:</p>	<p>Answer Yes Answer No</p> <p>Senior Program 0 % Indigent Program (Below Poverty Level) 50 % Senior Indigent Program 0 %</p>
<p>What criteria do you have for the clients you serve? The Mental Health Court Diversion Co-occurring track provides services to adult defendants who are existing participants of the Jackson County Circuit Adult Drug Court, Division 50. Defendants must reside in Jackson County. These clients will be referred through the Prosecutor's office, Commissioner Fry and Kansas City Community Center for services to assure residency eligibility requirements are met.</p>	

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Section D

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: Mental Health Court Project

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, which is validated by Swope staff by viewing the clients' official Missouri identification at the initial screening. This identification is photocopied and filed in each consumers medical record housed confidentially at Swope Health Services. All Jackson County residents will be billed through the account type associated with funding received from the 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.

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 effective April 1, 2012. 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: 2013 Program Information

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Agency Name: Swope Health Services

Program Name: Mental Health Court Project

Approach & Method

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

1. Decrease recidivism: The MHC track program has consistently maintained a recidivism rate between 8% and 14% since the beginning of the program.

2. Increase and maintain psychiatric medication compliance: Participants in the MHCD program have consistently maintained at least a 70% medication compliance rate.

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.

Detail specific methods you will use to achieve these objectives.

Holistic Framework: The MHC treatment team 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.

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Section D: 2013 Program Information

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Agency Name: Swope Health Services

Program Name: Mental Health Court Project

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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