

COOPERATIVE AGREEMENT

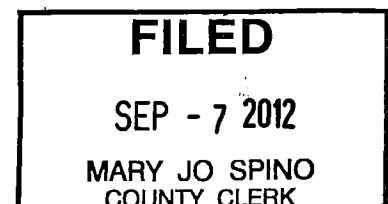
AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **SWOPE HEALTH SERVICES**, 3801 Blue Parkway, Kansas City, MO 64130, a not-for-profit organization, hereinafter called "SHS."

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 Health Care for the Homeless (HCH) Program. The HCH Program provides health screening, primary medical care, mental health, drug and alcohol support services and case management at sites in Jackson County where homeless persons congregate as is more fully set out in the proposal attached hereto as Exhibit A. As used in this Agreement, the term "indigent person" means a person who is eligible for free care or care at a reduced rate on the basis of income at Truman



Medical Center - East and West.

2. **Terms of Payment.** The County shall pay to SHS a total amount not to exceed \$48,266.00 for providing healthcare services for the homeless. One quarter of this sum, or \$12,066.50, 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
W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By: Michael D. Sanders
Michael D. Sanders
County Executive

ATTEST:

Mary Jo Spino
Mary Jo Spino
Clerk of the Legislature

SWOPE HEALTH SERVICES

By: Richard A. Humber
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 \$48,266.00 which is hereby authorized.

September 2012
Date

R. [Signature]
Director of Finance and Purchasing
Account No. 002-7601-56789

76012012003

HEALTHCARE FOR HOMELESS PROGRAM

tabbles[®] EXHIBIT A



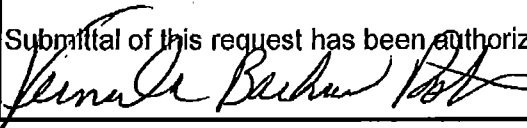
**OUTSIDE AGENCY FUNDING REQUEST FORM
2012 BUDGET**

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

Email: auditor@jacksongov.org

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

Section A: Organization or Agency Information

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
Submittal of this request has been authorized by:  Date: <u>9/16/11</u>			

RECEIVED
 SEP 16 2011
 JACKSON COUNTY
 HEALTHCARE CENTER
 KANSAS CITY, MISSOURI

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, Flow B
2011 Total Jackson County Funding			\$ 1,925,101	

\$323,034 CW

SEP 15 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"/>	\$ -	

Section C: 2012 Program Budget

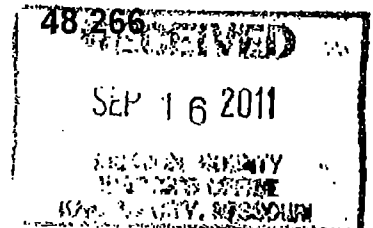
Complete a separate program budget for each program your agency is applying for funding.

Agency Name: SWOPE HEALTH SERVICES

Program Name: HEALTH CARE FOR HOMELESS

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
Service Line Administrator	57,288	4.495%	\$ 2,575
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 2,575
Total Benefits			\$ -
Total Personal Services			\$ 2,575
Contractual Services			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ -
Supplies			
HOMELESS-PHARMACY SUPPLIES AND RELATED DISPENSING FEES			\$ 45,691
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ 45,691

Total Program Request \$



Section D: 2011 Program Information

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

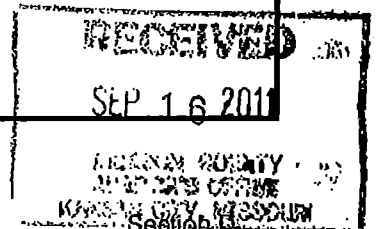
Agency Name: Swope Health Services

Program Name: Health Care for the Homeless (HCH)

Proposed Program

Detail functions to be performed by each program.

Health Care for the Homeless Program provides health screening, primary medical care, mental health, drug and alcohol treatment services as well as homeless case management services at Swope Health Central. Additionally, the HCH program delivers these same services at six community sites in Jackson County where homeless persons congregate. These sites include shelters; drop in centers, transitional shelters and "street" sites, such as Restart Drop In Center and homeless camp sites. The HCH team serves over 3,600 homeless individuals annually. With the purpose of HCH improving the quality of life for homeless persons through access to quality physical and behavioral health services; the HCH program delivers necessary services to stabilize chronic physical and behavioral health conditions in an effort to assist homeless persons in accessing employment and housing opportunities. Funding from Jackson County provides medication for clients who are homeless or at risk of homelessness. This medication assistance is crucial to the care and treatment of chronic physical and mental health conditions. These resources or the lack thereof can make a difference between of life or death for many homeless persons. If consumer cannot receive adequate services at the clinic level, they may end up with more severe health problems and continue to clog emergency rooms in the city and elsewhere.



Section D: 2011 Program Information

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

Agency Name: Swope Health Services

Program Name: Health Care for the Homeless (HCH)

Participants

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

Jackson, MO	3,520
Clay, Platte, Cass, MO	85
Wyandotte, Johnson, KS	64
Other Missouri	5

Target Population

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

The target population served by Swope's Health Care for the Homeless Program is diverse: 1% children and teenagers and 99% adults; with the gender mix being 31% female and 69% male. The racial mix is 55% African American, 36% White, and 8% other races.

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?

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

Senior Program

%

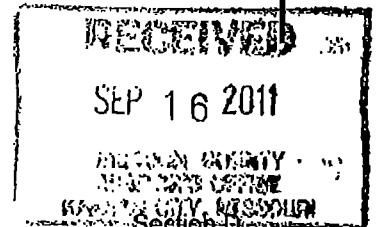
Indigent Program (Below Poverty Level)

100 %

Senior Indigent Program

%

What criteria do you have for the clients you serve?



Section D: 2011 Program Information

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

Agency Name: Swope Health Services

Program Name: Health Care for the Homeless (HCH)

Health Care for the Homeless applies the federal government's definition of homelessness.

- Living in an emergency shelter or transitional housing, such as domestic violence shelters, transitional programs, i.e., individuals transitioning from prison and jail
- Living on the street, under bridges, abandoned buildings, vehicle, motels, hotels and camp grounds
- At risk of being homeless, i.e., eviction notice
- Doubled up, which refers to a situation where individuals are unable to maintain their housing situation and are forced to stay with friends and/or extended family members.

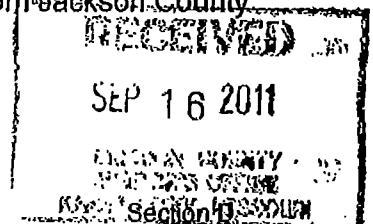
Service Delivery Area

Identify your specific geographic service delivery area for each program.

Jackson County funding will be set aside for individuals currently living in Jackson County and receiving services at Swope Health Central and other Swope off site facilities in Jackson County.

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.



Section D: 2011 Program Information

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

Agency Name: Swope Health Services

Program Name: Health Care for the Homeless (HCH)

The Health Care for the Homeless Program already has a system in place to ensure separate tracking and utilization of grant funds according to each grant's eligibility requirements. At the time of screening and registration for the program, all program participants are assigned a case code corresponding to their housing situation which assigns them to a payor source for medication. Additionally, each time a prescription is written it must be reviewed and approved by the medication assistance case worker who updates client information as required to ensure compliance with all grant requirements.

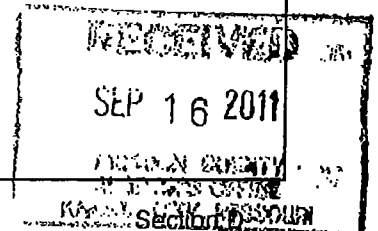
Approach & Method

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

1. Provide prescription assistance to homeless individuals who are homeless in Jackson County, targeting individuals and families who are homeless due to financial and/or other circumstances.

2. Health Care for the Homeless strives to improve the status of homeless individuals and families by reaching individuals who are living on the streets, homeless shelters and transitional housing centers to provide and promote preventive health services.

3. Provide integrated health care and social services and assist homeless individuals and families in accessing community and mainstream resources needed to obtain employment and housing.



Section D: 2011 Program Information

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

Agency Name: Swope Health Services

Program Name: Health Care for the Homeless (HCH)

Detail specific methods you will use to achieve these objectives.

The Health Care for the Homeless program provides medical, social services and prescription assistance services five days a week at Swope Health Central. A Health Care for the Homeless Team comprised of medical, outreach worker and case manager provides services at shelter sites in Jackson County three days a week.

Evaluation

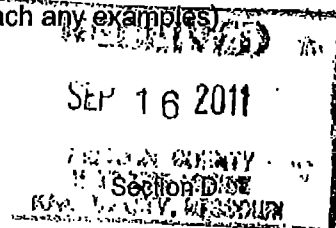
How can the success of each program be evaluated?

Indicate performance measures or statistics you will use to demonstrate the success of each program.

Swope's Health Care for the Homeless Program utilizes databases to track and monitor the number of unduplicated clients served which shows clients in transitional housing and shelters as well as clients receiving services under this funding. A database tracks the number of visits for prescription assistance under each funding source. A prescription report is available through Swope Health Services pharmacy.

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)



Section D: 2011 Program Information

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

Agency Name: Swope Health Services

Program Name: Health Care for the Homeless (HCH)

Swope Health Services promotes its programs and funding partners through its newsletters which is distributed twice a year to community residents and to its nearly 400 employees. The Healthcare for the Homeless staff provide community agencies and community leaders with information on available programs offered by HCH and Swope Health Services.

