

COOPERATIVE AGREEMENT

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, **LEE'S SUMMIT CARES 1555 NE RICE RD LEE'S SUMMIT, MO 64086**, hereinafter referred to as “Organization”.

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for Positive Parenting Practices; and,

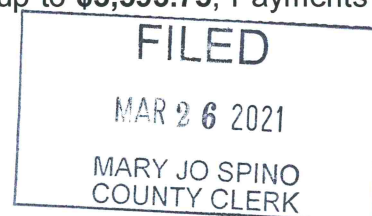
WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities; and,

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:

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. **Services**. Organization shall provide services Positive Parenting Practices, as is more fully set out in the proposal attached hereto as Exhibit A and incorporated herein by reference. The term of this contract is January 1, 2021, through December 31, 2021, and as such, all expenditures must occur within this period. The budget Organization submitted as part of Exhibit A is considered final and non-changeable.

2. **Terms Of Payment**. The County agrees to pay Organization the total amount of **\$14,375.00** in quarterly reimbursements up to **\$3,593.75**, Payments shall be



made upon the County's receipt of the quarterly reports as set forth in paragraph 3 hereof. The final payment will not be processed until the Organization's annual program report has been completely reconciled. 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 through the Outside Agency Portal along with proof of payment and receipt documentation that reconciles to the quarterly report, including cancelled checks and/or a copy of the face of the check and corresponding bank statements, invoices, itemized credit card receipts and credit card statements showing proof of purchase and proof of payment and any other documents requested by the Department of Finance and Purchasing, to establish that the funds provided pursuant to this Agreement were used for the purposes set forth herein. All payments will be processed within 30 days of receipt of invoice, if the invoice is complete and accurate. All payments will be detained until reports are received and accurate. Any reports that are incorrect will delay payment. The last quarter's report is due by January 30th, 2022 and 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. The final payment will not be processed until the Organization's annual program report has been completely reconciled.

Organization must submit all quarterly reports in the format specified by the County regardless of whether activity took place in each quarter, before the next quarterly payment will be processed. Any quarterly reports that are incomplete or incorrect will delay payment. Any unspent funds under this Agreement not invoiced by Organization within 30 days from the expiration of this Agreement shall be forfeited and not be paid.

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. When a management or staff position responsible for providing services pursuant to this contract is vacated and when the position is subsequently filled, the following will apply i.) reimbursement for a vacated position will be suspended until it is filled, and ii.) if another person under this contract assumes the duties of the vacated position, the Organization will not be allowed to bill the County for both positions.
- 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 Department of Finance and Purchasing through the Jackson County Outside Agency Portal accessible on www.jacksongov.org/auditor: (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; (5) audited financial statement for Organization's most-recent fiscal or calendar year, or a certified public accountant's

program audit of the County's funds. Organization must be chartered in the State of Missouri, hold a certificate of good standing with annual registration through the Missouri Secretary of State and have received an exemption from Federal income taxes under Section 501c3 of the Internal Revenue Code. Any documents described herein which were submitted as a part of an application for funding need not be resubmitted to qualify for payment. Organization understands that no payment shall be made under this agreement until Organization's 2020 Outside Agency contract has been fully reconciled with the County's Department of Finance and Purchasing. 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 submit an Affirmative Action Plan or Equal Employment Opportunity statement as required by the County Compliance Review Office. 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 for employment 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 this Agreement. 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, 2021, and shall continue until December 31, 2021, 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

Department of Finance & Purchasing
415 E. 12th Street, Suite 100
Kansas City, MO 64106

Lee's Summit Cares

Monica Meeks
1555 NE Rice Rd
Lee's Summit, MO 64086
(816) 347-3298

18. **Compliance Review.** The performance of this Agreement shall be subject to review by the County. The County Compliance Review Office and staff shall review this contract according to their responsibilities including site visits to any and all agencies. Organization agrees any display of hostile behavior, refusing and/or hindering a site review by any employee or staff member shall be grounds for suspension, termination or disqualification of this Agreement. 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 26th day of March, 2021.

APPROVED AS TO FORM:

JACKSON COUNTY, MISSOURI

[Signature]
County Counselor

By [Signature]
Frank White, Jr.
County Executive

ATTEST:

LEE'S SUMMIT CARES

[Signature]
Mary Jo Spino
Clerk of the Legislature

By [Signature]
Title Interim Executive Director
Federal Tax I.D. 43-1301288

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 \$14,375.00, which is hereby authorized.

Date 3-25-2021

[Signature]
Director of Finance and Purchasing
Account No. 002-7765-56789
CT779321001

**2021 Jackson County Outside Agency Funding Proposal
Lee's Summit CARES
Positive Parenting Practices**

Lee's Summit CARES

Lee's Summit CARES
Positive Parenting Practices
Feb 24, 2021
Page 1 

1555 NE Rice Road
Lees Summit, MO 64086
(816) 347-3298
www.LSCares.org
fedtaxid: 43-1301288

Fiscal Year: January to December

GuideStar: 4947834193

Mission: Lee's Summit CARES is a non-profit community coalition dedicated to preventing youth substance use and violence, empowering positive parenting and promoting exemplary character.

Executive Director

Director
Rachel Segobia
(816) 347-3298
rsegobia@rediscovermh.org

Contact Person

Lee's Summit CARES
Monica Meeks
(816) 347-3202
mmeeks@rediscovermh.org

Check the Jackson County Legislative District and your At-Large District where your agency is located?

District 6: Yes

2021 Jackson County Outside Agency Funding Proposal
Lee's Summit CARES
Positive Parenting Practices

Lee's Summit CARES
Positive Parenting Practices
Feb 24, 2021
Page 2

Agency Revenue Information

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	NFY Projected
Federal	SAMSHA, MDHSS, ACT MO, Federal PPP			X	\$86,070	\$53,509
Donations	Individual and Business Contributions			X	\$48,473	\$31,750
Fundraisers	Mayor's Character Bkft, Holly Fest, TBD fundraiser			X	\$10,545	\$31,725
United Way	Parenting program for homeless parents			X	\$10,000	\$10,000
Other	Foundation funding, Program Fees			X	\$124,701	\$121,126
Children Services Fund	Youth Mental Health and Wellness			X	\$0	\$70,000
COMBAT	Youth Substance Use Prevention			X	\$48,000	\$50,000
Outside Agency	Parent education for 300 parents in 2021			X	\$14,375	\$21,737

Please check if your agency has cash reserves:
What is the current balance? \$298,658

Community Infrastructure

Other organizations in the community that provide the same or similar services as your organization.

Some local counseling services, such as Empowering Parents and A Balanced Life, offer parent ed as a component of family therapy, but they can be cost prohibitive and may not qualify for Medicaid. Certain online programs such as Positive Parenting Program and Operation Parent provide on demand parenting webinars across the nation, but fail to connect parents to local resources and services. LSC is unique and open to any parent struggling with day-to-day parenting challenges, gives access to a local LMFT, and provides full scholarships to families below FPL or extenuating circumstances.

Compare your programs and results to others working in the same field.

LSC fills a gap for parents who are not in family therapy but need professional advice from a LMFT. Parents benefit from smaller groups and interaction with other parents and community resources. LSC is unaware of any other organization providing this service at a lower cost to the parent (often free when circumstances permit). LSC has enhanced its programming with free monthly virtual webinars that discuss topical and timely parenting struggles during COVID, keeping parents engaged in regular education.

List all partnerships you have with other organizations along with the nature of the partnership.

LSC has offered the Love and Logic parent program for 20 years through a collaborative relationship with ReDiscover and the Lee's Summit R-7 School District. JaCo Family Court routinely refers parents to LSC's Love & Logic program, which extends its service area. Staff provides documentation of mandated participant attendance and program completion. LSC's Love and Logic program is delivered to EJC homeless parents in partnership with Hillcrest and United Way.

2021 Jackson County Outside Agency Funding Proposal

Lee's Summit CARES Positive Parenting Practices

Lee's Summit CARES
Positive Parenting Practices
Feb 24, 2021
Page 3

Date Program was Initiated: 2010

What time period does this program run: All Year

Provide program description: Four age-differentiated 5-week Love & Logic classes, monthly 30-60 min. featured webinars, online parent classes, parenting blog, parent newsletter. Content created and presented by Master's level licensed family therapist and Master's level trainers. Participants directed to additional Jackson County resources to support family management needs. Love & Logic classes include lecture, class exercises & discussion groups so participants can practice learned strategies in their home environment and develop relationships with other parents.

Describe the benefits of this program to Jackson County Missouri: Addresses increased anxiety, depression, substance use and suicidal ideation, due to unemployment, at-home learning, and other family stressors and disruption, during COVID-19 (CDC, Aug 2020). Negative health effects are potentially long-lasting for families (SAMHSA, Aug 2020). LSC has increased & pivoted parent programs to rapidly respond to family mental health challenges during COVID. Full scholarships ensure all Jackson County parents and caregivers can access programming. To date, LSC has awarded 103 scholarships thanks to Outside Agency funds.

Describe target population to be served: Positive Parenting Practices is targeted to all parents, guardians, grandparents and caregivers of children ages 0-18 as well as educators, juvenile officers and youth org leaders residing in JaCo. Jackson County Family Court judges and administrators regularly refer parents to LSC's parenting programs as a means of fulfilling court ordered parent education requirements. Families struggling with divorce, substance use, bullying or mental/physical illnesses are referred to LSC's parenting program through lawyers, social workers, community health providers & schools.

What are the qualifications for participants: LSC's Positive Parenting Practices and Love and Logic courses do not have any qualifications for parents, beyond the completion of a short registration form. For Jackson County families with limited household income, LSC offers them fully funded scholarships through the Jackson County Outside Agency funding. To qualify for scholarships, parents must demonstrate household income meets HUD requirements or be referred by a lawyer or judge and demonstrate current financial hardship.

Check if your services are available to anyone: Yes

How do you maintain a database of participants: Online registration tools, mail in registration, scholarship forms, sign-in sheets, attendance rosters

Number of participants from Jackson County: 300

Number of participants from Other Areas: 0

Total Number of participants: 300

Identify the community need for your organization's program and services in Jackson County.

In 2001, LSC conducted a community assessment that indicated local parents desired parent education but did not have access to local classes. 2 subsequent needs assessments confirmed this need. Jackson County Family Court services indicated in 2017 that "45% of families in their program were found to have moderate or severe parent management problems." Numerous grantors have shifted their focus from parent programs, despite it being one of the most practical ways to implement "upstream" prevention initiatives to break the cycle of risky behaviors.

**2021 Jackson County Outside Agency Funding Proposal
Lee's Summit CARES
Positive Parenting Practices**

Lee's Summit CARES
Positive Parenting Practices
Feb 24, 2021
Page 4

Outcomes

Outcome: 80% of parent enrolled in a Love & Logic session will indicate positive change in at least 2 family management behaviors
Portion of budget request supporting this objective: 50%
Targets: 105 clients, Age range: 18-54

Outcome: 90% of participants in Positive Parenting Practices programs will rate program effectiveness at least 4 of 5.
Portion of budget request supporting this objective: 50%
Targets: 195 clients, Age range: 18-54

What Jackson County Legislative Districts are served by this program:

Countywide: Yes
District 1: Yes
District 2: Yes
District 3: Yes
District 4: Yes
District 5: Yes
District 6: Yes
At-large District 1: Yes
At-large District 2: Yes
At-large District 3: Yes

2021 Jackson County Outside Agency Funding Proposal
Budget as Awarded
Lee's Summit CARES
Positive Parenting Practices

Lee's Summit CARES
Positive Parenting Practices
Feb 24, 2021
Page 5

Direct Program Support				
Name	Description	Total Expense	Amount Awarded	Percent
Program Staff Salary	Director	\$6,900	\$4,500	65%
Fringe Benefit (Only FICA/Insurance-Max 10% of Salary Request)	Fringe/Insurance	\$690	\$450	65%
Professional Services Provider-1099 Independent Contractor (Must indicate type, vendor and provide copy of contract terms)	Love & Logic and Positive Parenting Practices Facilitator fees	\$8,400	\$6,199	71%
Program Communications (Hotlines, Newsletters, Program Advertising...etc.)	Design and Marketing to promote classes to the public	\$3,480	\$2,476	89%
Program Materials & Supplies (Required for program participation, consumable and for client use. List any unique items)	Parenting books and other educational supplies	\$1,430	\$250	35%
Client Services (Must identify: Meals, Pantry, Clothing, Medical/Dental including Indigent Care, Utility Assistance, Transportation)	Scholarships to parents providing evidence of financial hardship	\$1,600	\$500	100%
Program Communications (Hotlines, Newsletters, Program Advertising...etc.)	Postage and mailing supplies to send info to parents	\$300	\$0	100%
Client Services (Must identify: Meals, Pantry, Clothing, Medical/Dental including Indigent Care, Utility Assistance, Transportation)	Parenting program meals for homeless parents	\$2,100	\$0	00%
				%
Direct Expense Totals		\$24,900	\$14,375	
Indirect/General Operating Support				
Accounting/Auditing	Accounting, auditing, 990 preparation	\$2,500	\$0	80%
Office Supplies (Must be consumable)	Paper, toner, ink and other office supplies to support the program	\$1,000	\$0	75%
Organization Contractual Services (Must indicate type, vendor and provide copy of contract terms)	Portion of Liability and D&O insurance	\$725	\$0	59%
Organization Contractual Services (Must indicate type, vendor and provide copy of contract terms)	Portion of rent	\$2,612	\$0	81%
				%
Indirect Expense Totals		\$6,837	\$0	

Total 2020 Program Budget Award: 14,375

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$31,737
Cost/Participant	\$72.46
JACO Funding/Total Program Cost	%

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 **Lee's Summit Cares**, 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, **Lee's Summit Cares**, 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.)

Monica Meeks
Authorized Representative's Signature
Senior Executive Director
Title

Monica Meeks
Printed Name
3-17-21
Date

Subscribed and sworn before me this 17th day of March, 2021. I am commissioned as a notary public within the County of Jackson, State of Missouri, and my commission expires on July 19, 2024.

Barbara Schneider
Signature of Notary

March 17, 2021
Date



BARBARA SCHNEIDER
My Commission Expires
July 19, 2024
Jackson County
Commission #12379703