## **COOPERATIVE AGREEMENT**

(Perinatal Program)

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, OPERATION BREAKTHROUGH, INC. 3039 TROOST KANSAS CITY, MO 64109, hereinafter referred to as "Organization".

WHEREAS, the County and Organization desire to enter into an Agreement to provide funding to be used for a perinatal and family therapy program; 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. <u>Services</u>. Organization shall provide a perinatal and family therapy program, 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, 2017, through December 31, 2017, 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. 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 31, 2017. 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 \$18,997.00 in quarterly installments of \$4,749.25, 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.
- 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
- 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, or a certified public accountant's program audit of the County's funds. 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. <u>Equal Opportunity</u>. 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 as related to County funds. 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. <u>Default</u>. 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. <u>Conflict Of Interest</u>. 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. <u>Severability</u>. 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. <u>Indemnification</u>. 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. <u>Insurance</u>. 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. <u>Term</u>. The term of this Agreement shall commence January 1, 2017, and shall continue until December 31, 2017, 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. <u>Termination</u>. 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. <u>Standard of Care</u>. 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. 12<sup>th</sup> Street, Suite 100 Kansas City, MO 64106 Operation Breakthrough, Inc.
Marsha Gillespie, Assoc. Development Dir.
3039 Troost
Kansas City, MO 64109
(816) 329-5258

18. <u>Compliance</u>. 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. <u>Transfer And Assignment</u>. Organization shall not assign or transfer any portion or the whole of this Agreement without the prior written consent of the County.
- 21. <u>Organization Identity</u>. 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. <u>Confidentiality</u>. 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. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

#### 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 \$18,997.00, which is hereby authorized.

Chief Financial Officer

Account No. 002-7743-56789

#### Operation Breakthrough, Inc.

3039 Troost Avenue Kansas City, MO 64109 (816) 329-5258 www.operationbreakthrough.org fedtaxid: 43-0971560 Operation Breakthrough, Inc. Peri-Natal & Family Therapy Feb 24, 2017 Page 1

Fiscal Year: November to October

#### **GuideStar:**

**Mission:** Operation Breakthrough's mission is to provide a safe, loving and educational environment for children in poverty and to empower their families through advocacy, emergency aid, and education. Today, we serve 290 children from 6 weeks to 5 years in nationally accredited early learning programs,120 school-age children in before/after-school and summer programming, and the children's 230+ parents/caregivers.

#### **Executive Director**

Chief Executive Officer
Mary Esselman
(816) 756-3511 x200
marye@operationbreakthrough.org

#### **Contact Person**

Assoc. Development Director - Grants Marsha Gillespie (816) 329-5258 marshag@operationbreakthrough.org

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

District 1: Yes
District 2: Yes
At-large District

At-large District 2: Yes

#### **Agency Revenue Information**

Operation Breakthrough, Inc. Peri-Natal & Family Therapy Feb 24, 2017 Page 2

Funding Entity	Source Description	2016 Actual	2017 Projected
Federal	Head Start/Early Head Start, USDA Food Program	\$1,586,281	\$1,827,935
State	MO DSS (childcare assistance)	\$664,274	\$714,306
Jackson County	COMBAT, JCCMHF, HRC, Outside Agency	\$181,108	\$181,108
City of Kansas City	CDBG	\$116,048	\$120,000
Charity/Donations	Unsolicited charitable donations	\$2,254,880	\$2,076,965
Fundraisers	Annual Dinner/Auction, other FR events	\$1,312,500	\$1,370,121
Donations	Foundation Grants, Misc Revenue	\$2,052,757	\$2,057,637
		\$8,167,848	\$8,348,072

Please check if your agency has cash reserves: Yes What is the current balance? \$3,467,610

#### Please check all Jackson County sources your agency received funding from in 2016:

COMBAT: Yes

Domestic Violence Board: Yes Housing Resources Commission: Yes

Mental Health Levy: Yes Outside Agency: Yes

## Please check any of the following your agency received funding or resources from in 2016:

	Goods	Services	Cash	Amount
Harvesters	Yes			\$720
Mid America Regional Council				
MAAC Link			Yes	\$5,000
United Way			Yes	\$122,050

Date Program was Initiated: 2016

What time period does this program run: All Year

Operation Breakthrough, Inc. Peri-Natal & Family Therapy Feb 24, 2017 Page 3

Provide program description: Operation Breakthrough's Peri-Natal & Family Therapy program is designed to address the special needs of low-income women who are pregnant or have recently given birth. Since 35% of OB parents have experienced 4 or more Adverse Childhood Experiences (ACEs, which include physical or emotional abuse, neglect, caregiver substance abuse or mental illness, exposure to violence or the accumulated burdens of family economic hardship), they and their children are extremely vulnerable when the stresses of pregnancy and having a new family member to feed and care for are added to an already fragile environment. To mitigate the risk of increased toxic stress for both mothers and babies, the program hopes to reach families at the earliest and most critical opportunity for intervention. The program offers multi-generational support and intervention to identify and meet a family's changing needs during the first year of an infant's life. Our Peri-Natal & Family Therapist works with our Adult Therapist to develop individual, family and group-focused programming to assess and enhance positive parent-child attachment and decrease stressors before and during the infant's first year of life. Target issues include adult mental health concerns such as part-partum depression, anxiety, separation and loss, family dynamics and previous trauma. The goal is to strengthen adults' emotion management and parenting skills and improve children's socialemotional competence and emotional regulation and reduce problem behaviors.

Describe the benefits of this program to Jackson County Missouri: The experience of strong, frequent and/or prolonged adverse childhood experiences can lead to toxic stress response, particularly when children lack adequate parental support and nurturance (Miller, Chen & Parker, 2001). ACES have been linked to a range of negative health outcomes in children, including mental and behavioral problems such as Oppositional Defiant Disorder (ODD), Conduct Disorder (CD), learning disabilities, problems in school and academic performance, anxiety, depression and Post-Traumatic Stress Disorder (Burke et al, 2011; Shonkoff & Garner, 2012), as well as other health problems, from asthma (Chen et al, 2011) and obesity (Burke et al, 2011) to type II diabetes (Lynch et al, 2013). These problems in early childhood can crystallize into a pattern of educational underachievement and delinquency over time and give rise to other health conditions as children reach adulthood, including infectious respiratory, metabolic and cardiovascular diseases (Cohen et al, 2010, Miller et al, 2011). One report found that a child's developmental score at 22 months predicts educational and health outcomes at age 26 years (Allen, 2011). For parents, the exposure to adverse events and trauma elevates the risk of developing difficulties in emotion regulation, which compromises parents' ability to respond sensitively to infants' cues and adopt effective parenting strategies that protect their children from developing toxic stress response. Toxic stress is a familiar concept among families at Operation Breakthrough. Results of a 2013-2014 survey administered to parents at Operation Breakthrough found that 65% of children who received mental health services had experienced three or more traumatic incidentsâ€"compared to 11% of children aged birth to 17 in the national population (Sacks, Murphey, & Moore, 2014). Over time, this pattern of toxic stress response to significant adverse events is likely to lead to disparities in key indicators of well being and health in the Operation Breakthrough community compared to the greater Kansas City area. The good news is that research indicates that supportive, responsive relationships with parents and other caring adults as early in life as possible can prevent or reverse the damaging effects of toxic stress response (Shonkoff & Garner, 2012). Programs that target the caregiver infant environment have a powerful opportunity to positively shape children's physiological and emotion regulation and biobehavioral patterns of response (Gunnar & Vazquez, 2006). Central to improving the efficacy of these patterns of response is promoting the development of healthy attachments between infants and their primary caregivers, addressing parents' difficulties in emotion regulation and increasing the use of effective parenting skills (Ransauer et al, 2014). The goal of the Peri-Natal & Family Therapy program is to address the many risks associated with high ACE scores and toxic stress as early as possible so that children can grow up to be healthy and productive adults. The project builds on the partnered efforts between Children's Mercy and Operation Breakthrough to integrate evidence-based treatments for expectant mothers from prenatal through infancy to prevent toxic stress transmission and improve parent and child outcomes.

Describe target population to be served: Over 84% of OB families are African American/biracial and 79% live below the federal poverty level; 95% of families are headed by single women. Over 40% of parents have no education beyond high school or a GED certificate; only 1% are college graduates. Although 75% were working in Dec 2015 (last available data), 61% had been at their job for less than 9 months and 46% were only working part-time. Over 22% of families reported being homeless at some point in the prior 12 months and 19% had been without a major utility (gas, water, electricity) for some period of time. As noted, earlier, in addition to the stresses of poverty, single-parenting, housing and food insecurity, results of a 2013-2014 survey administered to OB parents found that 65% of children who received mental health services had experienced three or more traumatic incidentsâ€″compared to 11% of children aged birth to 17 in the national population (Sacks, Murphey, & Moore, 2014). Commonly reported traumas among OB families included: separation from parents (48%), incarceration of a family member (46%), alcohol/drug in the home (15%), parental mental illness (37%), violence in the home (29%), and an unexpected death of someone close to them (44%). Problematic externalizing behaviors

commonly linked to trauma in children, such as aggression and defiance, have also been elevated: 27% percent of school age children from Operation Breakthrough had been suspended or expelled from school within the prior three school semesters. The target population includes the expectant teens and teen mothers attending DeLaSalle High School, where Operation Breakthrough assumed responsibility for the early learning program in July 2016.

What are the qualifications for participants: Operation Breakthrough serves low-income children and families living in Kansas City's urban core. Families are expected to qualify for state childcare assistance, but each month the agency cares for approximately 88 homeless/unsubsidized children for free and without state reimbursement. At any given time, an additional 40 + families (with approximately 60-70 children) are on the verge of homelessness due to unpaid utility bills or inability to maintain housing for other reasons. The Peri-Natal & Family Therapy Program targets the 10%-15% of adults who are pregnant or have recently given birth and their newborns/infants. Services will also be offered to the expectant teens and teen mothers attending DeLaSalle High School, where Operation Breakthrough is now managing the early learning program.

Check if your services are available to anyone:

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 30

Number of participants from Other Areas: 0

**Total Number of participants: 30** 

**Outcomes** 

Outcome 1: 50% of expectant mothers or mothers with infants will engage in peri-natal services.

**How will outcome 1 be measured:** Percent of participants meeting criteria will be based on enrollment records and case management files.

**Outcome 2:** Of those who engage in services, 60% will show improved functioning in at least two of four Protective Factor domains (Family Functioning/Resiliency; Social-Emotional Support; Concrete Support; Nurturing and Attachment).

**How will outcome 2 be measured:** Improvements will be measured using pre/post Protective Factors Survey (PFS) results. The PFS was developed by the FRIENDS National Resource Center for Community-Based Child Abuse Prevention to assess changes in family protective factors.

Outcome 3:

How will outcome 3 be measured:

Outcome 4:

How will outcome 4 be measured:

Outcome 5:

How will outcome 5 be measured:

Please classify your program from the following types of services:

Health/Wellness: Yes Indigent Population: Yes Youth Services: Yes

What Jackson County Legislative Districts are served by this program:

**District 1:** Yes **District 2:** Yes

At-large District 1: Yes At-large District 2: Yes

Total 2017 Program Budget: \$18997

Operation Breakthrough, Inc. Peri-Natal & Family Therapy Feb 24, 2017 Page 4

#### **Salaries**

Total Salaries & Fringe Benefits		\$18,997	
Peri-Natal & Family Therapist (0.5 FTE)	Provides services to expectant mothers & infants	\$18,997	\$20,954
Position/Title	Description	Amount of Salary Requested	Total Salary

#### **Contractual Services & Supplies**

Description	Amount
Total Contractual Services & Supplies	\$0

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$22,557
Cost/Participant	
JACO Funding/Total Program Cost	%

Reviewed the Non-Allowable Expenses: Yes

Operation Breakthrough, Inc. Peri-Natal & Family Therapy Feb 24, 2017 Page 5

Reviewed Executive Order 04-18 to deem your agency in compliance if funding is awarded and approved: Yes

Include the Jackson County Logo and credit Jackson County in marketing efforts and provide the Auditor's Office with copies: Yes

Certificate of Liability Insurance valued at a minimum of \$1 million per occurance or \$2 million annual aggregate: Yes

Missouri Secretary of State Certificate of Good Standing: Yes

Missouri Secretary of State Annual Registration Report: Yes

Financial Statements (Balance Sheet, Income Statement, Cash Flow Statement): Yes

### 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 **Operation Breakthrough**, **Inc.**, 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, **Operation Breakthrough**, **Inc.**, 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.)

Thyphl	Mary Esselman
Authorized Representative's Signature	Printed Name
Title	Date /
Subscribed and sworn before me this day o commissioned as a notary public within the Court MISSOURI, and my commission expires on	f APRIL , 2017. I am nty of CLAY , State of
Clary Muddy Signature of Notary	1/20/2017 Date



CHERYL M. DUFFY
My Commission Expires
September 22, 2017
Clay County
Commission #13509638