## **COOPERATIVE AGREEMENT**

(Peri-Natal & Family Therapy)

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 Peri-Natal & Family Therapy; 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 services Peri-Natal & Family Therapy, 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, 2019, through December 31, 2019, 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. <u>Terms Of Payment</u>. 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 in advance upon execution of this Agreement; this is the <u>ONLY</u> payment that may be made in advance throughout the entire term of this Agreement. The remaining payments shall be made upon the County's receipt of the quarterly reports as set forth in paragraph 3 hereof. The County reserves the right to audit all invoices and to reject any invoice for good cause. The County retains the right to deduct from an invoice of Organization any overpayment made by the County on a prior invoice. The County retains the right to make invoice corrections/changes. The County will not reimburse sales tax expense.

3. Reports/Other Documentation. Within 30 days after the conclusion of each calendar quarter under this Agreement, Organization shall submit a quarterly reconciliation 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, 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. The report for the first quarter must 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 submit all quarterly reconciliation 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.

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. <u>Submission of Documents</u>. 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 <a href="https://www.jacksongov.org/auditor">www.jacksongov.org/auditor</a>: (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 Department of Finance and Purchasing as a part of an application for funding need not be resubmitted to qualify for

payment. No payment shall be made if Organization is out of compliance on any other County contract, or has not paid county taxes on all properties owned by Organization and assessed by the County.

- 5. **Equal Opportunity**. Organization shall maintain policies of employment as follows:
  - A. Organization and Organization's subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, disability, or national origin. Organization shall take affirmative action as set forth to ensure that applicants 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. <u>Employment Of Unauthorized Aliens Prohibited</u>. 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. <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, 2019, and shall continue until December 31, 2019, 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
Department of Finance and
Purchasing
415 E. 12<sup>th</sup> Street, Suite 100
Kansas City, MO 64106

Operation Breakthrough, Inc. Roxane Johnson 3039 Troost Kansas City, MO 64109 (816) 329-5258

- 18. Affirmative Action Compliance. The performance of this Agreement shall be subject to review by the County. The County Compliance Review Officer shall review this contract according to his responsibilities as set out in Chapter 6 of the Jackson County Code. Organization shall file quarterly compliance reports as required by the County Compliance Review Office. The County warrants that all books, records, accounts, and any other documents in the possession of the County relating to this Agreement are public records open for inspection in accordance with Chapter 610, RSMo.
- 19. Remedies For Breach. Organization agrees to faithfully observe and perform all of the terms, provisions, and requirements of this Agreement, and Organization's failure to do so constitutes a breach of this Agreement. In such event, Organization consents and agrees as follows:
- A. The County may, without prior notice to Organization, immediately terminate this Agreement; and
- B. The County shall be entitled to collect from Organization all payments made by the County to Organization for which Organization has not yet rendered services in accordance with this Agreement, and to collect the County's reasonable attorney's fees, court costs and service fees if it is necessary to bring action to recover such payments.

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 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 <u>Incorporation</u> This Agreement incorporates the entire understanding and

agreement of the parties.

IN WITNESS WHEREOF, the County and Organization have executed this

Agreement this 3th day of September 2019

APPROVED AS TO FORM

JACKSON COUNTY, MISSOURI

County Executive

ATTEST

OPERATION BREAKTHROUGH, INC.

Mary Jo Spino
Clerk of the Legislature Title

Federa Tax I D 43-0971560

## 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.

Date

9-26-2019

Director of Finance and Purchasing Account No.002-7743-56789

77432019003 MR

## Operation Breakthrough, Inc.

Operation Breakdirough, Inc. Peri-Natal & Family Therapy Apr 24, 2019 Page 1

3039 Troost Avenue Kansas City, MO 64109 (816) 329-5258 www.operationbreakthrough.org fedtaxid: 43-0971560

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, 140 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**

Senior Grants Writer Roxane Johnson (816) 329-5258 roxanej@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 2: Yes

Operation Breakthrough, Inc. Pen-Natal & Family Therapy Apr 24, 2019 Page 2

### **Agency Revenue Information**

Funding Entity	Source Description	Goods	Services	Cash	TFY Actual	NFY Projected
Federal	Head Start/Early Head Start, USDA			X	\$2,702,597	\$4,066,464
State	DSS Childcare Assistance			X	\$1,235,597	\$1,530,000
KCMO	CDBG			X	\$115,000	\$115,000
Donations	Charitable Donations Individuals, Corp., Fdns.			X	\$1,594,500	\$1,475,000
Fundraisers	Annual Dinner/Benefit Event, other FR events			X	\$1,300,000	\$1,451,800
Harvesters	Food and Supplies	X			\$820	\$820
MAACLINK	Utility Assistance			X	\$5,000	\$5,000
United Way	Grants and Designated Donors			X	\$397,589	\$397,589
Other	Foundation Grants			X	\$2,331,411	\$2,481,411
Children Services Fund	Clinical Services			X	\$0	\$497,007
COMBAT	School-Age Bullying Prevention			X	\$32,000	\$32,000
Housing Resources Commission	Social Services/Utility Assistance			X	\$11,000	\$11,000
Mental Health Levy	Adult Mental Health/Case Management			X	\$100,600	\$170,500
Outside Agency	Speech, Food, Peri-Natal			X	\$60,000	\$65,000

Please check if your agency has cash reserves: What is the current balance? \$3,534,830

Date Program was Initiated: 2016

What time period does this program run: All Year

Operation Breakthrough, Inc Pen-Natal & Family Therap Apr 24, 2019

Provide program description: Not unlike our past approaches to service provision, the underlying goal of our service pyramid is to create a streamlined, seamless framework for individuals to access mental health services offered at OB. However, instead of a "pipeline" style design, we have developed a four-tiered model designed to engage individuals within our target population, identify needs, provide services, and access external resources. This system empowers staff to engage members of the target population from multiple directions/vantage points, while keeping a client-centered focus. The Pyramids describe specific modalities used for each tier of service and the pathway from one tier to the next. • Prevention: Aims to engage target population on an introductory level by providing access to concrete supports in times of distress and/or crisis. Additionally, individuals are assessed and/or referred for intervention services based on need or request. • Intervention: Provides foundation level mental health and supportive services while introducing individuals to an immediate mental health community of peers. Delivers initial services required for knowledge acquisition and behavior change. • Intensive Services: Offers individualized mental health treatment designed to address specific needs as identified by assessment, diagnosis, and/or treatment goals and agreed upon by the client and provider. • External Referrals: Ensures the highest quality, maximum amount of support is delivered to individuals and families beyond the capacity of Operation Breakthrough. An additional key contributing feature to increased, sustained participation is a result of our dedication to minimizing and/or removing as many external barriers as possible: extending child care hours to include our evening programs, providing home cooked meals to participants and their children, providing transportation assistance as needed/available, etc. In addition to barrier removal, we have cultivated a climate of safety, positive relationships, and

Describe the benefits of this program to Jackson County Missouri: By expanding our broad menu of preventative and treatment services to expectant mothers and mothers with perinatal infants, Operation Breakthrough is proactively working to establish and strengthen protective factors at the earliest possible intervention stage to mitigate the long-term effects stemming from known risk factors and weaken cyclical patterns that often lead to intergenerational transmission of toxic stress.

Describe target population to be served: Families enrolled at Operation Breakthrough are known to be exposed to many risk factors including poverty, level of parental education, housing instability, family size, neighborhood and/or domestic violence, parental ACE score, forced separation of the family unit, and adult mental illness in the home. All parents and/or caregivers of at-risk youth enrolled at Operation Breakthrough are eligible to participate in preventative wrap-around services. Participation is voluntary and services are provided at no cost to the consumer. Operation Breakthrough's last Annual Survey (Oct 2017) of 222 parents/caregivers showed that 72% of OB families live more than 50% below the federal poverty line, on incomes averaging less than \$1,000 a month. Nearly 80% of families are African America/black and 95% are headed by single women. Nearly 20% are currently homeless, living in shelters, transitional housing units or moving from one friend or relative's home to another. However, 42% had been homeless/near-homeless at some point in the prior 12 months. Of the 72% who are employed, 58% have been in their current job for a year or less and only 50% are working full time. Over 60% of parents have no education beyond a high school diploma or GED certificate. The majority live in Kansas City's 3rd Council District, often referred to as KC's "urban core," primarily in the following zip codes: 64109, 64127, 64128, 64130, or 64132. Many live in substandard housing, in neighborhoods characterized by physical deterioration, high rates of crime and domestic violence, and few safe "green" spaces for children to play or families to gather.

What are the qualifications for participants: In accordance with Operation Breakthrough's mission, all parents/caregivers of children who are actively enrolled are eligible to participate in Adult "Wrap-Around" Services. However, OB's Perinatal & Family Therapy Program specifically targets 45-50 mothers who are either pregnant or have an infant within the perinatal age range, Additionally, all Adult Services provided at OB are consumer centered and client-driven. Utilizing a "front-loading" engagement method, "open door" policy with Family Advocates, and multiple "open format" groups, we are able to be flexible and accommodating to various employment and/or education schedule conflicts.

Check if your services are available to anyone:

Do you maintain a database of participants: Yes

Number of participants from Jackson County: 50

Number of participants from Other Areas: 0

Total Number of participants: 50

Operation Breakthrough, Inc. Pen-Natal & Family Therapy Apr 24, 2019 Page 2

### **Outcomes**

Outcome: Outcome 1: 50% of participants who disclose pregnancy or have a newly enrolled infant at Operation Breakthrough will complete a Needs Assessment with their Family Advocate as a means to guide referrals to appropriate internal and/or external services and resources.

How will outcome be measured: Outcome 1: Number of completed Pre-Family Needs Assessment and/or number of internal referrals made to OB Adult & Family Therapy services.

Outcome: Outcome 2: 50% of participants will engage in Incredible Years: Parents & Babies psycho-educational group services provided by Operation Breakthrough.

How will outcome be measured: Outcome 2: Group Attendance Sign-In Sheets,

Outcome: Outcome 3: 60% of Incredible Years: Parents & Babies participants will demonstrate improved scores on the Edinburgh Postnatal Depression Scale.

How will outcome be measured: Outcome 3: Quarterly Pre-/Post- Edinburgh Postnatal Depression Scale.

Outcome: Outcome 4: 75% of Supportive Services staff (Therapists & Family Advocates) will complete Relational Savoring as part of the Agency's Child-Parent Psychotherapy training cohort.

How will outcome be measured: Outcome 4: Certificate of Completion from Relational Savoring training series. Is this program Health and Safety: Yes

Type of Service	
Basic Needs	
Educational	Yes
Emergency Assistance	
Mental Health	Yes
Recreational	
Support Services	

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 2019 Program Budget Award: \$18,997

Operation Breakthrough, Int Pen-Natal & Family Therap Apr 24, 2019

Salaries						
Category	Job Title	Description of Position	Salary Awarded	Total Salary	Fringe Benefit	Fringe Awarded
Support Staff	Program Specialist	Provides services to expectant mothers and mothers with infants	\$18,297	\$22,664	Percentage of Benefit	\$700
Salary & Fringe Totals			\$18,297	\$22,664	F-I	\$700

Direct & Indirect Expenses					
Category	Name	Description	Amount Awarded	Total Expense	
Total			\$0	\$0	

Program sustainable without Jackson County Funding	No
Total Cost to Run Program WITHOUT Jackson County Funding	\$22,664
Cost/Participant	\$393.86
JACO Funding/Total Program Cost	84%

# 2019 Jackson County Outside Agency Funding Proposal Budget as Awarded Operation Breakthrough, Inc. Peri-Natal & Family Therapy

Document type: cashflow Name: <u>fy2017-cash-flow.pdf</u> peration Breakthrough Inc. en-Natal & Family Therapy op 24, 2019 age 5

Document type: income

Name: fy2017-income-statement.pdf

Document type: balance Name: <u>fy2017-balance-sheet.pdf</u>

Document type: goodstanding Name: mo-sos-cert.gd.standing.pdf

Document type: registration Name: mo-biennial-regis.report.pdf

Document type: insurance

Name: certificate-of-insurance-2018-19.pdf

Document type: 501 Name: 501c3.pdf

Document type: irs990 Name: <u>obi-2016-fy-2016-17-990-public.pdf</u>

Document type: audit Name: <u>obi-audit-10-31-2017-no-a133.pdf</u>

Document type: irsw9 Name: <u>w-9-signed.pdf</u>

Document type: taxreceipt
Name: <u>jaco-pers.prop-tax-statement-2018.pdf</u>

### 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.)

Authorized Representative's Signature	Mary Esselman Printed Name 9/19/2019	
Title	Date	
Subscribed and sworn before me this _commissioned as a notary public with and my commission	in the County of CLAY expires on 9/22/21	9 I an State o
Chery & Duyby Signature of Notary	9/19/2019 Date	