

CHILDREN'S SERVICES FUND OF JACKSON COUNTY SERVICES CONTRACT

This contract is made and entered into by and between Children's Services Fund of Jackson County, Inc., a Missouri nonprofit corporation, hereinafter referred to as CSF, and Raytown C-2 Public School District, hereafter referred to as the AGENCY.

Whereas, CSF is a nonprofit corporation formed under the provisions of Chapter 355, pursuant to sections 67.1775 and 210.861 of the Revised Statutes of Missouri and Jackson County, Missouri ordinance 4951, and has the right to expend monies under the direction of CSF's Board of Directors for the purposes of funding services to children and youth nineteen (19) years of age and younger and their families residing in Jackson County, Missouri; and

Whereas, the AGENCY has submitted a proposal for funding and necessary supporting documentation to CSF detailing the services and other support to be provided along with the expected cost to the AGENCY thereof in response to the Request for Proposals issued by CSF seeking services by AGENCY to further the programmatic objects of CSF for the 2021 funding year; and

Whereas, CSF has approved the proposal submitted by AGENCY for funding in whole or in part as hereinafter set forth and subject to the express terms of this Contract (hereafter "Contract").

Now therefore, in consideration of the mutual promises, agreements and covenants herein contained, the parties hereto agree to the following:

FUND ALLOCATION FOR SERVICES RENDERED BY THE AGENCY

1. FUNDING POLICIES

CSF has established certain parameters for the provision of funds to service providers that have demonstrated through their proposal the ability to provide public benefit services in accordance with the requirements of CSF as set forth in its request for proposal (RFP) and in accordance with the budget, outcomes, and target population served as outlined by AGENCY in its formal response to the RFP. AGENCY will perform the services and carry out the activities as set forth in the AGENCY's original proposal for funding and this Agreement, including limitations on eligibility for, and use of, funds as set forth in Section 14, herein. Any Contract changes, including enhancements to Program Outcomes, will be sent to the AGENCY via written communication from CSF's Executive Director and shall thereafter be considered to be a part of this Contract between CSF and AGENCY.

The AGENCY agrees to and understands that services performed under this agreement are limited to the AGENCY's proposal for funding for the calendar year covered by the Term of this Agreement as more specifically set forth in Schedule A.

2. FUND ALLOCATION

During the period January 1, 2021 to December 31, 2021, CSF hereby expresses its non-binding intention and its goal to provide an amount of funding not to exceed the CSF approved budget (the "fund allocation amount"), in consideration of the direct performance by AGENCY of those services set forth in this Contract.

AGENCY shall only be paid for the actual services provided in accordance with this Contract. CSF will be billed in accordance with identified expenses, units of service, rates, and any applicable funding contingencies as detailed in collective Schedule A – Target Population Served and Budget. CSF reserves the right to monitor AGENCY performance and intervene as necessary.

The parties agree that CSF shall have no responsibility for any costs incurred by AGENCY above the approved fund allocation amount. The obligation of CSF to provide the fund allocation amount for the Term of this Contract is further contingent upon sufficient funds having been appropriated or generated through sales tax collections for the purpose of funding CSF by Jackson County. In the event of failure of the County to appropriate or generate such funds, the obligations of the parties to this contract shall terminate.

CSF reserves the sole and exclusive right to make additional funds available to AGENCY based upon CSF Board review and determination, which shall include AGENCY's ongoing adherence to reports, audits, and other compliance requirements set forth in this Contract.

Although not contemplated based on the funding parameters established herein, in the event AGENCY has unspent funds provided by CSF, such funds shall be returned to CSF. Alternatively, at CSF's sole discretion, should AGENCY be approved to receive funding in the following, new contract year, the overpayment may be "repaid" by deduction from one or more payments due on any such new contract awarded to AGENCY.

3. BILLING

AGENCY agrees to submit an invoice on or before the 15th day of each April, July, October, and January for those serviced actually provided during each quarter. Should the 15th fall on a weekend day, submissions are due the first following business day. Transactions submitted to CSF by AGENCY on or after 120 days from the date of service provision shall be subject to denial. AGENCY agrees to utilize any invoice template and data collection tools provided by CSF.

4. PAYMENTS

CSF will process payments no later than thirty (30) days from the date the invoice is submitted. Exceptions to this timeframe may include errors in invoice submission, missing information, or processing and will be communicated to AGENCY.

REPORTING, MONITORING, AND MODIFICATION

5. REPORTING

All invoices submitted by AGENCY must include specific detail, including date(s) services were provided, type of service provided, and a description of the recipient of the services in a fashion sufficient to allow CSF to determine that the services are as contracted. AGENCY further agrees to submit to CSF those reports that CSF determines necessary and useful to the effectiveness of its ongoing programs including, but not limited to, the Target Population Served, cost of services per the Budget, and Outcomes Report, using the methods and manner requested and within the timeframe provided by CSF. Payments will be withheld from AGENCY if invoices do not provide sufficient detail or if designated and required reports are not submitted on time and no formal request for submission extension has been approved by CSF and until such reports are filed. In the event required reports are not filed within thirty (30) business days from the original due date established by CSF, CSF reserves the right to review the contract compliance status of AGENCY and determine if the contract is null and void for the remainder of the contract period.

AGENCY shall notify CSF immediately regarding any adverse action against it or any adverse situation related to a CSF funded program provided through or by AGENCY, including, but not limited to:

- Injury of any kind or death to client, staff, volunteer or member of the public.
- Incident or allegation of consumer sexual abuse, physical abuse, or neglect alleged to have been engaged in by an AGENCY employee or volunteer, or by a foster parent, or another consumer while in the custody of AGENCY.
- Insolvency or bankruptcy.
- Governmental, regulatory, or other legal action against AGENCY or its staff.
- Any changes in license status.
- Change of executive leadership.

6. MERGERS/ASSIGNMENT

AGENCY agrees that at the time of the signing of this document, AGENCY is not in a pending or expected merger with any other entity. In the event that AGENCY becomes aware of a potential merger, AGENCY agrees to notify CSF immediately. This Contract is not assignable by AGENCY without the express written consent of CSF. In the event AGENCY does wish to merge or otherwise assign this Contract, AGENCY must obtain the advance written approval of CSF to such assignment.

7. FINANCIAL INFORMATION

AGENCY shall supply CSF with financial information, including, but not limited to, income and expense statements and statements of financial position for the two most recent fiscal years. If AGENCY has financial statements audited by an independent certified public accounting, then AGENCY shall provide a copy of same to CSF as soon as completed. Audited

financial statements for any AGENCY or entity proposing to provide services are not necessarily required to qualify for funding from CSF. The determination of any audit requirement is at the sole discretion of CSF.

8. FEDERAL AND STATE REPORTING

Any AGENCY with federal tax exempt status under Internal Revenue Code (IRC) section 501 agrees to submit to CSF a copy of its annual Federal Form 990, Federal Form 990-EZ, or evidence of the filing of Federal Form 990-N and (if applicable) Federal Form 990-T and/or Missouri Form 1120, or other similar or related documents required by law. All Missouri school districts, including charter schools, are required to be audited annually and to submit a copy of the audit report to the Department of Elementary and Secondary Education. Any AGENCY that is a Missouri school district shall provide to CSF a copy of this audit report. All other AGENCY contractors not required to file either a federal information return or audit shall provide to CSF that information set forth under paragraph 7, herein. If AGENCY will not be filing any required Federal and State reporting forms on time with the appropriate State or Federal agency, then a copy of its extension to file, Federal Form 8868 and/or Missouri Form 7004 must be submitted to CSF upon request by CSF. Payments may be withheld from the AGENCY if reports designated here are not submitted within the required timeframe or as requested by CSF.

9. MONITORING

CSF reserves the right to monitor the Contract and the programs or services provided by AGENCY throughout the effective period of the Contract to ensure compliance with contractual requirements. CSF shall utilize AGENCY's application for funding in addition to any mutually agreed to modifications and revisions as submitted by AGENCY to assist CSF with monitoring service delivery and program expenditures. AGENCY is expected to provide services and achieve outcomes as described in AGENCY's application for funding and detailed in this Contract and collective Schedule A, Target Population Served and Budget

AGENCY agrees to permit CSF to monitor and review any component of CSF funded programs, except as prohibited by laws protecting client confidentiality. CSF is not a health services organization or entity. CSF at no time will create, receive, maintain or transmit any personally identifying information of AGENCY clients or any protected health information ("PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA) or that is otherwise limited from transmission and/or disclosure under HIPAA in the course of this Contract. In connection with any and all CSF funding and monitoring, AGENCY will ensure that CSF does not receive any personally identifying information of clients or any PHI. Should CSF receive any such information, it will return same to AGENCY immediately upon discovery and shall maintain any such information in a strictly confidential fashion pending that return.

In addition, AGENCY hereby agrees that, upon notice of seven (7) business days, it will make available to CSF or its designee(s) all non-confidential, non-PHI records, personnel, and documentation for auditing, reviewing, and interviewing, to determine the status of the service, activities, and programs covered hereunder and all other matters set forth in the contract.

CSF reserves the right to survey clients served by the AGENCY with this funding regarding their level of satisfaction and engagement with the services.

10. MODIFICATION OR AMENDMENT

In the event AGENCY requests to make any changes, modifications, or amendments to funded services, activities, and/or programs covered by this Contract, a request for the proposed modification or amendment must be submitted to the assigned CSF representative for approval at least 30 days before the end of the contract period. Requests to CSF must be submitted in writing and any such requests may be denied at the discretion of CSF. Any amendment or modification of this Contract must be agreed to in a writing signed by all of the parties.

OTHER TERMS AND CONDITIONS

11. VIOLATION OF AGENCY'S CLIENT'S RIGHTS

Any alleged case of a violation of protected and/or legal rights of an AGENCY client in a program funded by CSF shall be investigated in accordance with the AGENCY's policies and procedures and in accordance with any local/state/federal regulations, as well as to the satisfaction of CSF.

The AGENCY agrees to notify CSF's representative of any such incidents that have been reported to any governmental body and must also authorize the governmental body to notify CSF of any substantiated allegations. The AGENCY must comply with Federal and Missouri law regarding confidentiality of client records.

12. NON-DISCRIMINATION

AGENCY shall not discriminate against any employee, applicant for employment, or any potential or actual recipient of AGENCY services because of race, creed, gender, sexual orientation, gender identity or national origin, age, marital status, or disability, or any other characteristic protected by federal, state or local law. This prohibition may be amended to the extent that such provision is inconsistent with an immutable characteristic of the AGENCY's mission. In the event of AGENCY's noncompliance with the provisions of this paragraph, the Contract may be terminated or suspended in whole or in part, and AGENCY may be declared ineligible for future CSF contracts.

13. CHILD ABUSE SCREENING AND CRIMINAL BACKGROUND SCREENING

AGENCY must require and obtain background checks, including child abuse and neglect screenings, as well as criminal background checks for felony convictions involving moral turpitude, by the Family Care Safety Registry, law enforcement, or another screening approved by CSF, conducted annually on all employees and volunteers providing direct services to children and youth.

14. USE OF FUNDS

AGENCY agrees that CSF funds shall be used exclusively for direct public services and for associated administrative costs directly related to the AGENCY's provision of those services outlined in the AGENCY's application for funding, including any modifications or amendments, and in accordance with this Contract and all schedules. AGENCY further agrees that no portion of CSF funds provided under this Contract shall be used in support of any religious worship or instruction, or in the construction of any facility, which is or will be used for religious worship or instruction, it being the intent that CSF funds may only be used for secular, public benefit programs. State law prohibits the use of public funds in support of religious worship or instruction. If any provision of this Contract, including the prohibition of support for religious activities, would not be consistent with the religious tenets of an organization, such inconsistency shall be brought to the attention of CSF. The parties shall make good faith efforts to reconcile the provision of this Contract and such religious tenets, or else the AGENCY shall be disqualified from assistance.

15. TERMINATION

CSF shall have the right to terminate the Contract in the exercise of its absolute and sole discretion, upon written notice to AGENCY. No cause for termination is necessary for CSF to terminate. After receipt of such notice, the Contract shall automatically terminate without further obligation of the parties.

If AGENCY desires to terminate prior to the Contract end, CSF must receive a letter from AGENCY indicating they are withdrawing from the program and the reasons for doing so, and the projected date the program and/services will officially end. The AGENCY must provide thirty (30) days written notice to CSF of intent to terminate this contract unless CSF and AGENCY agree on an alternative timeframe. A final billing of all services delivered must be completed by AGENCY and received by CSF within thirty (30) days of the end of service.

CSF requires a termination plan which includes a description of the current clients served by the program and how services will end or be transitioned. The written plan should include organizations and/or resources for current and future clients who need the service. Failure to provide the plan will result in forfeiture of any amounts due and payable to AGENCY for services prior to termination.

16. FAILURE TO PERFORM/DEFAULT

Notwithstanding the provisions of Section 15, in the event that AGENCY, at any time, fails or refuses to perform according to the terms of this Contract and/or CSF's policies, as determined by CSF, such failure or refusal shall constitute a default hereunder, and CSF will be relieved of any further obligation to make payments to AGENCY as set out herein. This Contract may be terminated for cause at the option of CSF unless CSF determines that the nature of the infraction warrants immediate termination, as permitted by Section 15. AGENCY has thirty (30) days from the date of written notice of termination for cause to remedy the default.

In the event that CSF determines that AGENCY is not complying with the terms of this Contract, or at risk for non-compliance with contractual requirements, CSF may impose special

conditions or restrictions prior to termination. Special conditions include, but are not limited to:

- Requiring technical assistance;
- Additional levels of approval for contracted activities;
- Providing more detailed financial reports or documentation;
- Additional monitoring; and
- Submission and implementation of a corrective action plan.

In the event that CSF requires the AGENCY to submit and implement a corrective action plan, the AGENCY shall submit the plan to CSF within the timeframe specified in the AGENCY notification.

17. STANDARDS

AGENCY will comply with all applicable local/state/federal certification and licensing requirements and all applicable federal, state, and local laws. National accreditation may be substituted in place of any required state/federal certification/licensure, in instances where no certification/licensure exists for the funded services. To the extent that the services require accreditation, licensure, or certification, AGENCY shall maintain such accreditation, licensure, or certification in the services for which it is receiving CSF funding. For agencies in the process of obtaining accreditation, licensure, or certification at the time of this Contract, such accreditation, licensure, or certification shall be obtained within fifteen (15) days of acceptance of the Contract or as otherwise agreed.

18. ELIGIBLE SERVICE RECIPIENTS

Recipients of services must be Jackson County, Missouri, residents ages nineteen (19) years of age and younger and their families. AGENCY shall not utilize CSF funds to provide services to non-Jackson County residents under any circumstances. For school-based services provided, the school must be located physically within Jackson County, Missouri.

19. MEDIA

AGENCY shall notify CSF of contact with the media regarding CSF funded programs or profiles of participants in CSF funded programs. At the request of CSF, and as appropriate in connection with the services provided by AGENCY, AGENCY agrees to acknowledge CSF as a funding source on the home page of its website and as may be appropriate on all written and electronic publications including brochures, letterhead, annual reports, and newsletters which reference the services being funded by CSF. The AGENCY will coordinate with CSF to inform the community about the ways its tax dollars are being invested in services and support.

20. INDEMNIFICATION

The AGENCY agrees to hold harmless, defend, and indemnify CSF for any and all liability,

personal injury, or property damage stemming from any acts, negligence, misfeasance, or omissions arising out of the AGENCY's performance of the Contract agreement.

21. PROFESSIONAL LIABILITY INSURANCE

AGENCY agrees to carry the following insurance coverage during the period of this Contract and will provide CSF with Certificates of Insurance for all required coverage prior to commencement of the work under this Contract.

Commercial General Liability (CGL): AGENCY shall agree to maintain for the duration of the Contract commercial general liability, (CGL) and, if necessary, commercial general umbrella insurance with a limit of no less than \$1 million per each occurrence. CGL insurance shall cover liability arising from premises, operations, independent contractors, products – completed operations, personal injury and advertising injury and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Children's Services Fund of Jackson County, Inc., and Jackson County, Missouri, shall be endorsed on the policy as additional insured for CGL and provide for thirty (30) days written notice prior to any material changes or cancellation. Certificates of insurance, including the endorsement on behalf of CSF, shall be provided to CSF at or prior to the commencement of the Contract and updated accordingly throughout the Contract term should coverage change, expire, or renew.

22. INDEPENDENT CONTRACTOR/NO JOINT VENTURE

This Contract does not create a partnership, joint venture or any other form of joint relationship between CSF and AGENCY, which for the purposes of this Contract operates as an independent contractor. CSF does not recognize any of the AGENCY's employees, agents, or volunteers as those of CSF.

23. TERM

This contract commences on January 1, 2021 and remains in effect until December 31, 2021 unless sooner terminated pursuant to the early termination provisions contained herein. The laws of the State of Missouri shall govern the interpretation, validity, performance, and enforcement of this contract.

24. NOTICES

Any written notice or communication to CSF shall be mailed or delivered to:

Children's Services Fund of Jackson County, Inc.
3100 Broadway Blvd, Suite 227, Kansas City, MO 64111

With a Copy to:

Copilevitz, Lam & Raney, LLC, C/O Greg Lam
310 W. 20th Street, Suite 300, Kansas City, MO 64018

Any written notice or communication to AGENCY shall be mailed or delivered to:

6608 Raytown Road, Raytown, MO 64133

This Contract constitutes the complete understanding of the parties hereto with respect to the subject matter and may be modified or amended only by a written instrument executed by both parties.

IN WITNESS WHEREOF, the parties hereunto set their hands:

Raytown C-2 Public School District



Signature

Dr. Brian Huff

Title: _____
Associate Superintendent of Schools

Date: _____
February 10, 2021

Children's Services Fund of Jackson County, Inc.



Signature

Title: Executive Director

Date: December 14, 2020

Schedule A – Target Population Served and Budget

Organization: Raytown C-2 Public School District
Program: Raytown Connect

Target Population Served

Raytown Connect currently serves 4,545 high school and middle school students, ages 11-18, in RQS's primary high schools and middle schools. Demographics vary slightly, but on average the schools are 53% African American, 13% Hispanic, 25% White, 7% multi-racial, and 2% other. Between 40-62% of Raytown middle and high school students qualify for the federal free and reduced lunch program. On average, 15% of Raytown middle and high school youth have been screened in the last two years as being at risk for suicide.

**Children's Services Fund of Jackson County (CSFJC)
School District 2 Raytown
Application Budget Worksheet & Narrative Template**

NET REVENUE

1.1.2021-12.31.2021

Total funding from the CSFJC and other sources are as follows:	Indicate whether funding is SECURED (S), or PENDING (P)	CSFJC	Other Funders*	Organization Support (In-Kind)	Total
CSFJC	P	\$234,356	\$0	\$0	\$234,356
In-Kind	S	\$0	\$0	\$0	\$0
Federal Title I Funding, Special Education Funding, Local Taxes Current Levy, and a Cerner Grant	S	\$0	\$942,686	\$0	\$942,686
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
Total Revenue		\$234,356.00	\$942,686.00	\$0.00	\$1,177,042.00

* 25% of project funds must be from sources other than the Children's Services Fund.

UNITS/PER UNIT COST

If requesting reimbursement based on actual expenses, please leave this section blank.

Total Units to be provided:	
Per Unit Cost	\$0.00

Below is the financial data to support per unit cost of providing service or, if requesting reimbursement based on actual expenses, below is the project budget.

DIRECT BUDGETED PROJECT EXPENSES

Salary

The project will pay the salary for the following staff: (e.g. Caseworker, Therapist, Intake Specialist, Immediate Supervisor, etc.)	Annual Salary/Rate (eg. \$54,000)	Indicate FTE portion being requested from CSFJC (eg. .50 FTE)	CSFJC Cost (eg \$27,000)	Other Funders*	Organization Support (In-Kind)	Total
Social Workers	\$56,542	3.0 FTE	\$169,626	\$678,504	\$0	\$848,130
Director of Student Support Services	\$85,575	0.0 FTE	\$0	\$3,423	\$0	\$3,423
Director of Federal Programs	\$94,000	0.0 FTE	\$0	\$940	\$0	\$940
						\$0
						\$0
Total Salary			\$169,626.00	\$682,867.00	\$0.00	\$852,493.00

Fringe Benefits

The project will pay the following fringe benefits for the above staff (e.g. FICA, Health, Dental, Life Insurance, etc.):	Benefit % rate of total salary expense (e.g. 20%)	CSFJC	Other Funders*	Organization Support (In-Kind)	Total
FICA, Health, Dental, Retirement for Social Workers	33.00%	\$55,977	\$223,906	\$0	\$279,883
FICA, Health, Dental, Retirement for Director of Student Support	16.00%	\$0	\$547	\$0	\$547
FICA, Health, Dental, Retirement for Director of Federal Programs	16.70%	\$0	\$157	\$0	\$157
					\$0
Total Benefits and Payroll Taxes		\$55,977.00	\$224,610.00	\$0.00	\$280,587.00

Other Direct Expense:

Insert Other Direct Expenses	CSFJC	Other Funders*	Organization Support (In-Kind)	Total
	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
Total Other Direct	\$0.00	\$0.00	\$0.00	\$0.00

Equipment & Supplies:

Insert Types of Equipment/Supplies	CSFJC	Other	In-Kind	Total
	\$0	\$0	\$0	\$0
				\$0
				\$0
				\$0
Total Equipment/Supplies	\$0.00	\$0.00	\$0.00	\$0.00

SUBTOTAL

\$225,603.00	\$907,477.00	\$0.00	\$1,133,080.00
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INDIRECT BUDGETED PROJECT EXPENSES	3.88%	CSFJC	Other Funders*	Organization Support (In-Kind)	Total
<p>Indirect expense represents the project's share of Overhead Expenses and Administrative Costs. Applicants must limit the CSFJC portion of Indirect Expense to 15% of the Direct Expenses of the project represented by the sub-total above.</p>					
RQS Negotiated Indirect Cost Rate		\$8,753	\$35,209	\$0	\$43,962
Total All Expenses		\$234,356.00	\$942,686.00	\$0.00	\$1,177,042.00
Percent of Total Expenses		19.91%	80.09%	0.00%	

* 25% of project funds must be from sources other than the Children's Services Fund.