



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 2024 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 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 collective Schedule A - Target Population Served, Program Outcomes and Budget.

2. FUND ALLOCATION

During the period January 1, 2024 to June 30, 2024, 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, Program Outcomes 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 month in which billing is due. Programs using units of service reimbursement will submit billing on a monthly basis. Programs using reimbursement for actual expenses will submit billing in April, July, October, and January for those services 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, Program Outcomes 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 60 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 C F 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, expue, or renew.

In the event that Professional Liability Insurance coverage lapses for any reason and AGENCY is left uninsured for any period of time, CSF reserves the right to determine the contract is null and void for the remainder of the contract period

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, 2024 and remains in effect until June 30, 2024

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
2345 Grand Blvd, Suite 1450, Kansas City, MO 64108

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

Children's Services Fund of Jackson County

Signature



Signature

Title: _____

Title: Chief Executive Officer

Date: _____

Date: November 1, 2023

Schedule A - Target Population Served, Program Outcomes and Budget

Target Population

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

Impact Statement

Unaddressed mental health issues take an emotional toll on students, staff, families, and the community. Without intervention, these issues have been linked to costly negative outcomes such as academic and behavioral problems, higher dropout rates, and delinquency. In the most severe cases, mental health concerns lead to depression, substance use, and suicide. Students who receive effective treatment for their mental health concerns have better overall grades, relationships, graduation rates, and post-secondary plans. This leads students to become productive members of the community who can make positive contributions to the economic and social health of greater Jackson County. Through Raytown Connect, especially in light of the pandemic and growing disparities in health care, RQS improves access to mental health treatment for students and families experiencing barriers to care.

Program Outcomes

Organization: Raytown C-2 Public School District

Project Title: Raytown Connect

Outcome 1:

Outcome Statement: 75% of families served by the social worker will experience a growth in their families' support system by at least one point as measured on the Support System Scales from the Arizona Self-Sufficiency Matrix, completed at the initial assessment and at the 60 day mark following interventions.

Indicator: 75% of families, within 60 days, will increase their support system as measured on the Support System Scales.

Measure: Follow-up contacts from social workers, which will inform the rating on the Support System Scales.

Outcome 2:

Outcome Statement: 75% of students screened and identified as high-risk through the SOS: Signs of Suicide Brief Screen for Adolescent Depression (BSAD) will demonstrate a reduction in depressive and/or suicidal thoughts and behaviors through continued follow-up by the social worker and a decreased score on a post-intervention BSAD given 30 days following the initial screening.

Indicator: 75% of students will score lower on the BSAD 30 days following the initial screening.

Measure: SOS: Signs of Suicide BSAD pre- and post-test; follow-up contacts with students recorded in case notes in the student record system.

Outcome 3:

Outcome Statement: 80% of students served by the social worker will demonstrate an increase in their school connectedness, as evidenced by an increase of at least three points on the School Connectedness assessment (developed for use in various Ohio Learning Support projects) administered as a pre-test at intake and post-test at the end of each semester following intervention.

Indicator: 80% of students will increase their school connectedness by at least three points.

Measure: Pre- and Post-test scores on the School Connectedness assessment.