COOPERATIVE AGREEMENT (Psychiatric Clinical Support)

AN AGREEMENT by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **OPERATION BREAKTHROUGH, INC.**, 3039 Troost, Kansas City, Missouri 64109, hereinafter called "Agency."

WHEREAS, the County and Agency desire to enter into an Agreement to provide funding to be used for its psychiatric clinic support program; and,

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

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and Agency respectively promise, covenant and agree with each other as follows:

- 1. <u>Services</u>. Agency shall provide services relating to its psychiatric clinic support program, as is more fully set out in the attached proposal designated as Exhibit A, and incorporated herein by reference.
- 2. Terms of Payment. The County agrees to pay to Agency the total amount of \$19,005.00, in quarterly installments of \$4,751.25 each. The payment for the first and second quarters will be made within 30 days after 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, through the Legislative Auditor, may approve adjustments to line items listed in Agency's budget/proposal contained in Exhibit A, in an amount not to exceed 10 percent of the total amount of the Agreement, so long as there is no additional total cost to the County.

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- 3. Reports. Within 30 days after the conclusion of each calendar quarter under this Agreement, Agency 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 reports for the first and second quarter shall both 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 Agency's activities pursuant to this Agreement. Agency's failure to submit this annual report shall disqualify Agency from future funding by the County.
- 4. <u>Submission of Documents</u>. No payment shall be made under this contract unless the contracting agency 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) the agency's IRS Form 990, from the previous fiscal or calendar year; (3) a statement of the agency's total budget for its most recent fiscal year; and, (4) a detailed explanation of actual expenditures of County funds (pertains to final payments and payments on contracts for future years.) If an agency has previously received County funding, to be eligible for future payments, an agency must submit either an audited financial statement for the agency's most recent fiscal or calendar year, by March 31 of the following year, or a certified public accountant's program audit of County funds, by January 31 of the following year. Any document described herein which was 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 the contract agency is out of compliance on any other County contract.

- 5. **Equal Opportunity**. The Agency agrees and assures that no person eligible for services shall on the ground of race, color, religion, national origin, sex, handicap, veteran status, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination for any service funded by this Agreement. Furthermore, the Agency agrees and assures that it will provide equal employment opportunities to applicants and employees and will not discriminate against them on the basis of race, color, religion, national origin, sex, handicap, veteran status, or age.
- 6. **Audit.** The County further reserves the right to examine and audit, during reasonable office hours, the books, and records of Agency pertaining to its finances and operations.
- 7. <u>Default</u>. If Agency shall default in the performance or observation of any term or condition of this Agreement, the County shall give written notice setting forth the default and the correction required. If said default shall continue and not be corrected by Agency within ten days of its receipt of said notice, the County may, at its election, terminate the Agreement and withhold any payments not yet made. Said election shall not in any way limit the County's right to seek legal redress.
- 8. <u>Liability and Indemnification.</u> No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers, employees, or agents and Agency shall indemnify, defend, and hold County harmless from any and all claims, liabilities, damages, 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 Agency, its officers, employees, or agents during the performance of this Agreement.

- 9. <u>Conflict of Interest</u>. Agency 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.
- 10. <u>Severability</u>. If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reasons 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.
- 11. <u>Term.</u> This Agreement shall be effective January 1, 2012, and shall terminate on December 31, 2012. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by the Agency as verified by the County's audit.
- 12. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

(Signature page to follow)

APPROVED AS TO FORM:

W. Stephen Mixon County Counselor JACKSON COUNTY, MISSOURI

Michael D. Sanders
County Executive

ATTEST:

Clerk of the Legislature

OPERATION BREAKTHROUGH

Executive Director

Federal I.D. No: 43-0971560

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract 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 \$19,005.00 which is hereby authorized.

Date

Director of Finance and Purchasing

Account No: 002-7743-56789

77432012001





OUTSIDE AGENCY FUNDING REQUEST FORM 2012 BUDGET

415 E 12th Street, 2nd Floor Kansas City, MO 64106

Email: auditor@jacksongov.org

Section A: Organization or Agency Information	page 1
Section B: Agency's 2011 and 2012 Revenue information	page 2
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Section A: Organization or Agency Information				
Name:	Operation Breakthrough, Inc.			
Address:	3039 Troost Avenue, Kansas City	, MO 64109		
Phone No:	(816) 756-3511	Fax: (816) 329-5235		
Website Addr	ess: www.operationbreakthrough.org	· · · · · · · · · · · · · · · · · · ·		
Federal Tax I	D No: 43-0971560	Fiscal Year Cycle: 11/1 - 10/31		
Executive Dire	ector: Steven P. Callahan	· · · · · · · · · · · · · · · · · · ·		
Name and Tit	e of Principal Contact Person:	Marsha Gillespie, Grants Manager		
Phone No:	(816) 329-5258	Email Address: marshag@operationbreakthrough.org		
Submittal of th	nis request has been authorized by:	Steven P. Callahan		
	Date:	September 14, 2011		

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Section B: Agency's 2011 and 2012 Revenue Information

Agency's 2012 Projected Revenue Information					
Funding Entity	Agency's 2012 Total Projected Revenue Source You Will Request 2012 Funding From		Projected Amount	% of Total Revenue	
Federal	Head Start/Early Head Start, USDA	\$	2,013,683	31	
State	Title XX Childcare, Children's Trust Fund	\$	1,000,000	15	
Jackson County	Mental Health, COMBAT, Housing, Other	\$	148,90 1	2	
Other Counties		\$		0	
City	CBDG	\$	120,000	2	
Charity/Donations	Foundation Grants, Individual Donations	\$	2,119,512	32	
Fundraisers	Annual Dinner/Auction, Other FR	\$	1,076,000	16	
Other	Fees, Misc Income	\$	45,000	1	
•	2012 Total Projected Revenue	\$	6,523,096		

	Agency's 2011	Revenu	e Info	rma	ation		
Funding Entity	Agency's 2011 Tota Source You Received F		m		Amo	unt	% of Total Revenue
Federal	Head Start/Early Head Start, U	JSDA		\$	2	,155,449	33
State	Title XX Childcare, Children's Trust Fund			\$	1	,017,000	16
Jackson County	n County Mental Health, COMBAT, Housing, Other			\$		148,901	2
Other Counties			\$		-]	0	
City	HPRP, CBDG			\$		170,446	3
Charity/Donations				\$	1	,941,020	30
Fundraisers	Annual Dinner/Auction, Other FR			\$	1	,069,000	16
Other (please list)	Fees, Misc Income			\$		49,517	· <u>1</u>
		2011 Total	Revenue	\$	6	,551,333	
ı	If your agency received fur please identify the funding sou						
	please identify the funding sou			rogi		e below.	gram Name
Jackson County Fu	please identify the funding sou	urce, amou	nt and p	rogi	ram nam \mount	e below.	
l Jackson County Fu COMBAT Mental Health Levy	please identify the funding sounding Source	urce, amou Yes	nt and p	rogi	ram nam Amount 35,500	e below.	revention/Youth Dev
Jackson County Fu COMBAT Mental Health Levy	please identify the funding sounding Source	urce, amou Yes ☑	nt and p No □	rogi 	ram nam Amount 35,500	Pro Violence Pr	revention/Youth Dev
Jackson County Fu COMBAT Mental Health Levy Board of Services fo	please identify the funding sounding Source or Developmentally Disabled	Yes	nt and p No □	rogi \$ \$	ram nam Amount 35,500	Pro Violence Pr	revention/Youth Dev
Jackson County Fu COMBAT Mental Health Levy	please identify the funding sounding Source or Developmentally Disabled Board	Yes	nt and p No □ □ □	**************************************	Amount 35,500 39,816	e below. Pro Violence Pro Adult Menta	revention/Youth Dev
Jackson County Fur COMBAT Mental Health Levy Board of Services for Domestic Violence I Housing Resources	please identify the funding sounding Source or Developmentally Disabled Board Commission	Yes V	No D	\$ \$ \$ \$	Amount 35,500 39,816	Pro Violence Pro Adult Menta	revention/Youth Dev al Health
Jackson County Fur COMBAT Mental Health Levy Board of Services for Domestic Violence	please identify the funding sounding Source or Developmentally Disabled Board Commission	Yes V V V V V V V V V V V	No No O	\$ \$ \$ \$ \$ \$	Amount 35,500 39,816 - 12,000 61,585	Pro Violence Pro Adult Menta Housing As	revention/Youth Dev al Health sst/Case Mgmt ych/Food Assistance
Jackson County Fun COMBAT Mental Health Levy Board of Services for Domestic Violence Housing Resources Outside Agency Pro	nding Source or Developmentally Disabled Board Commission Ogram 2011 Total Jackso	Yes ☑ ☐ ☐ ☑ ☑ ☐ ☑ ☑ ☑ ☐ ☑ ☑ ☐ ☑ ☐ ☑ ☐ ☐	No U	\$ \$ \$ \$ \$ \$	Amount 35,500 39,816 - - 12,000 61,585 148,901	Pro Violence Pro Adult Menta Housing As Speech/Ps	revention/Youth Dev al Health sst/Case Mgmt ych/Food Assistance
Jackson County Fur COMBAT Mental Health Levy Board of Services for Domestic Violence Housing Resources Outside Agency Pro	nding Source or Developmentally Disabled Board Commission ogram 2011 Total Jackso	Yes Yes On County Tesources in	No No Solution No Solution No No Solution No No Solution No Solution Punding	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	Amount 35,500 39,816 - - 12,000 61,585 148,901	Pro Violence Pro Adult Menta Housing As Speech/Ps	revention/Youth Dev al Health sst/Case Mgmt ych/Food Assistance
Jackson County Fun COMBAT Mental Health Levy Board of Services for Domestic Violence Housing Resources Outside Agency Pro	nding Source or Developmentally Disabled Board Commission ogram 2011 Total Jackso	Yes ☑ ☐ ☐ ☑ ☑ ☐ ☑ ☑ ☑ ☐ ☑ ☑ ☐ ☑ ☐ ☑ ☐ ☐	No U	\$ \$ \$ \$ \$ \$	Amount 35,500 39,816 - - 12,000 61,585 148,901	Pro Violence Pro Adult Menta Housing As Speech/Ps	revention/Youth Dev al Health sst/Case Mgmt ych/Food Assistance

Section C: REVISED 2012 Program Budget

Complete a separate program budget for each program your agency is applying for funding.

Agency Name:

Operation Breakthrough, Inc.

Program Name: Children's Psychiatric Clinic Support

Pe	rsonal Servi	ces	
Position / Title	Total Salary	to be funded by Jackson Co.	be funded by ackson County
Brijin Gardner, Director of Clinical Svc	\$54,995	10%	\$ 5,650
			\$ -
			\$ <u>-</u>
			\$
			\$
	-	L	\$
Total Salaries			\$ 5,650
Total Benefits			\$ 1,355
	Total Pers	onal Services	\$ 7,005
Cont	ractual Serv	ices	
KU Med Psychiatrists Fees (\$130/hr x 4	hrs/wk x 52 wks	@ 70%	\$ 12,005
•			\$ ·
			\$ _
			\$ -
			\$ -
			\$ - _
	Total Contrac	ctual Services	\$ 12,000
	Supplies	-	
			\$ - .
			\$ -
			\$ _
			\$ -
		j	\$ -
			\$
	Ţ	otal Supplies	\$ -

Total Program Request \$ 19,005

Section D: 2012 Program Information

Complete a separate program information sheet for each program your agency is applying for funding.

Agency Name:

Operation Breakthrough, Inc.

Program Name:

Psychiatric Clinic Support

Proposed Program

Detail functions to be performed by each program.

Operation Breakthrough's Psychiatric Clinic provides psychiatric evaluation and treatment for children suffering from severe behavioral disorders, neurological disorders, and mental illnesses such as manic depression, pervasive development disorder, autism, ADDH, post-traumatic stress syndrome, and obsessive-compulsive disorder. Evaluation and treatment for these children are provided through telemedicine conferences with the University of Kansas Medical Center's child psychiatry department. Through this internet video connection, approximately 20 children are treated each month in weekly conferences with a KU child psychiatrist. Sessions include the child's mother/caregiver and a staff therapist, who also oversees follow-up treatment, works with the parent to establish a home environment conducive to treatment, and monitors the prescribed medication plan.

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	Participants
Identify the	number of participants by County that each program serves.
Jackson, MO	25-30
Clay, Platte,	
Wyandotte,	
Other	
Missouri	

Target Population

Describe target population and demographics to be served by each program.

The program targets children enrolled in Operation Breakthrough's early education programs who have been clinically diagnosed as requiring psychiatric treatment. Typically, 25-30 of those enrolled require psychiatric treatment. Overall, 87% of the families served by Operation Breakthrough are African American and 85% live below federal poverty guidelines. Nearly 80% of these families are headed by single women. Currently, 51% of parents are working, averaging 29 hours per week at an average hourly wage of \$7.68, for annual earnings of \$14,000 - \$16,000. Approximately 24% of parents are not working, primarily due to homelessness, substance abuse and/or mental health problems. Another 18% are without earnings while enrolled in GED, college or employment programs. Typically, 20% of the children enrolled at Operation Breakthrough are homeless and 20% are in foster care. Nearly 90% of families receive food stamps or assistance through the Women, Infants and Children (WIC) supplemental food program. More than 70% of children are on Medicaid or other government health program; 16% of children and

85% of parents are uninsured. Approximately 15-20% of the children require individual/group therapy and/or psychiatric services to address problems associated with maladaptive functioning and altachment disorders, largely the result of exposure to family violence, abuse or other trauma.

Would you provide these services to anyone at your door? No, children must be enrolled at OB. Is anyone denied services? All enrolled children are eligible to receive services.

What level of indigents (below poverty level) do you serve?

Please classify your program from the following types by percentage of your agency's overall services:

Senior Program

Indigent Program (Below Poverty Level)

Senior Indigent Program

What criteria do you have for the clients you serve?

Operation Breakthrough serves low-income children and families living in Kansas City's urban core. Although families are expected to qualify for state childcare subsidies, OB cares for appoximately 145 homeless or unsubsidized children each month at no charge and without reimbursement.

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85%

Service Delivery Area

Identify your specific geographic service delivery area for each program.

Seventy-one percent of the children enrolled at Operation Breakthrough live in the Center's core geographical service area, bounded by 9th Street on the north, Oak on the west, 75th Street on the south, and Topping on the east. This service area includes a significant portion of Kansas City's 3rd Council District, which is often characterized as the city's "urban core."

Fund Separation

Indicate what measures your agency will take to ensure that funds received from Jackson Family statistical data, including residential zip code, is collected on all clients at the time of enrollment and maintained in agency databases, allowing us to ensure that funds from Jackson County will be utilized only for the benefit of Jackson County residents.

Approach & Method

List the top three (3) objectives for each program.

- 1) To provide professional psychiatric evaluation and follow-up treatment to children displaying signs of severe neurological and psychological illness and/or maladaptive functioning.
- 2) To work with parents/caregivers to improve home environments for children in treatment.

Detail specific methods you will use to achieve these objectives.

Operation Breakthrough's Psychiatric Clinic hosts weekly on-site telemedicine conferences with child psychiatrists from KU Child Psychiatry Department for approximately 18-20 children each month (45-50 unduplicated clients per year). Staff therapists monitor follow-up treatment, provide ongoing counseling to the children's caregivers, and administer the medication plan.

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Evaluation

How can the success of each program be evaluated?

For services administered by the Psychiatric Clinic, a child psychiatrist provides a written evaluation for each child participating in a telemedicine conference. The psychiatrist uses these evaluation reports to develop detailed treatment plans and provide subsequent, monthly follow-up sessions. Staff therapists work with the psychiatrist by providing follow-up care between sessions to monitor behavior and assure compliance with the treatment plan. In addition, the staff determines how medication can best be administered and oversees its application. Staff therapists maintain written records regarding the stability of the child's behavior, and track the number of children needing hospitalization. Children are released from the program only upon recommendation by the child psychiatrist, with staff therapists monitoring the child's behavior and overall functioning on an ongoing basis.

Notification

How will your organization make clients, the public and the media

Operation Breakthrough constituents will be apprised of the generous contributions of Jackson Co. taxpayers through an article placed in Operation Breakthrough's newsletter, which is published 3 times and year and distributed to over 12,000 households throughout the metropolitan area. Newsletter articles are also posted on our website. In addition, a sign acknowledging funding is on display in our Therapy Clinic.

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