

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,

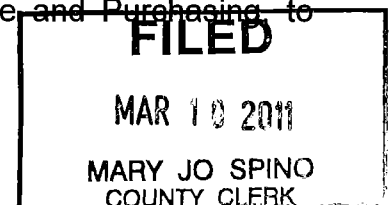
WHEREAS, the County deems it to be in the best interest of its citizenry to support such programs and activities;

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. **Services.** 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, with the first payment to be made upon execution of this Agreement. The remaining payments shall be made upon the County's receipt of the reports as set forth in paragraph 3 hereof.

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 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. **Submission of Documents.** 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. **Default.** 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. **Liability and Indemnification.** 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. **Conflict of Interest.** 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.

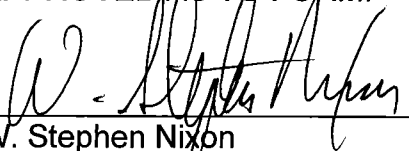
10. **Severability.** If any covenant or other provision of this Agreement is invalid or incapable of being enforced by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

11. **Term.** This Agreement shall be effective January 1, 2011, and shall terminate on December 31, 2011. 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. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

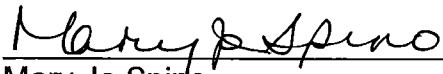
IN WITNESS WHEREOF, the parties have executed this Agreement this 10 day of March, 2011.

APPROVED AS TO FORM:



W. Stephen Nixon
County Counselor

ATTEST:



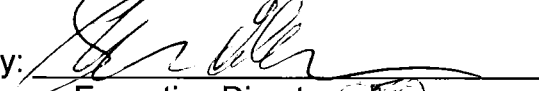
Mary Jo Spino
Clerk of the Legislature

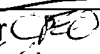
JACKSON COUNTY, MISSOURI

By: 

Michael D. Sanders
County Executive

OPERATION BREAKTHROUGH

By: 

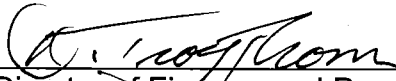
Executive Director 
43 0971560

Federal I.D. or S.S.#

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.

March 4, 2011
Date


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

77432011003



OUTSIDE AGENCY FUNDING REQUEST FORM 2011 BUDGET

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

Email: auditor@jacksongov.org

EXHIBIT
tabbles
A

RECEIVED
SEP 17 2010
JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

Section A: Organization or Agency Information	page 1
Section B: Agency's 2010 and 2011 Revenue Information	page 2
Section C: Individual Program Budget	page 3
Section D: Program Information	pages 4 - 8
Section E: Summary of Request by Program	page 9

Section A: Organization or Agency Information

Name:	Operation Breakthrough, Inc.		
Address:	3039 Troost Avenue		
Phone No:	(816) 756-3511	Fax:	(816) 329-5235
Website Address:	www.operationbreakthrough.org		
Federal Tax ID No:	43-0971560	Fiscal Year Cycle:	11/1 - 10/31
Executive Director:	Steven P. Callahan, CEO		
Name and Title of Principal Contact Person:	Marsha Gillespie, Grants Manager		
Phone No:	(816) 329-5258	Email Address:	marshag@operationbreakthrough.org
Submission of this request has been authorized by:	Steven P. Callahan, CEO		
Date:	9/15/2010		

Section B: Agency's 2010 and 2011 Revenue Information

Agency's 2011 Projected Revenue Information

Funding Entity	Agency's 2011 Total Projected Revenue Source You Will Request 2011 Funding From	Projected Amount	% of Total Revenue
Federal	Head Start, USDA	\$ 982,000	13
State	Early Head Start, Title XX, Children's Trust	\$ 1,750,000	24
Jackson County	Mental Health, COMBAT, Other	\$ 120,900	2
Other Counties		\$ -	0
City	HPRP, Daycare	\$ 338,000	5
Charity/Donations		\$ 3,000,000	41
Fundraisers		\$ 950,000	13
Other	United Way, Fees	\$ 235,000	3
2011 Total Projected Revenue		\$ 7,375,900	

Agency's 2010 Revenue Information

Funding Entity	Agency's 2010 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	Head Start, USDA	\$ 982,000	14
State	Early Head Start, Title XX, Children's Trust	\$ 1,750,000	25
Jackson County	Mental Health, COMBAT, Other	\$ 120,901	2
Other Counties		\$ -	0
City	HPRP, Day Care	\$ 338,000	5
Charity/Donations		\$ 2,750,000	39
Fundraisers		\$ 930,000	13
Other (please list)	United Way, Fees	\$ 235,389	3
2010 Total Revenue		\$ 7,106,290	

If your agency received funding from Jackson County in 2010, please identify the funding source, amount and program name below.

Jackson County Funding Source	Yes	No	Amount	Program Name
COMBAT	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 35,165	Youth Empowerment
Mental Health Levy	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	\$ 25,000	Adult Mental Health
Board of Services for Developmentally Disabled	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Domestic Violence Board	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	
Hours of Professional Commission	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	<i>51,585 CW</i>
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 60,736	Speech/Psych Clinic
2010 Total Jackson County Funding			\$ 120,901	

JACKSON COUNTY AUDITOR'S OFFICE KANSAS CITY, MISSOURI				
Does your agency receive funding or resources in 2010 from either of the following?				
Mid America Regional Council	<input type="checkbox"/>	<input checked="" type="checkbox"/>		
Harvesters	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$ -	

Section C: 2011 REVISED Program Budget

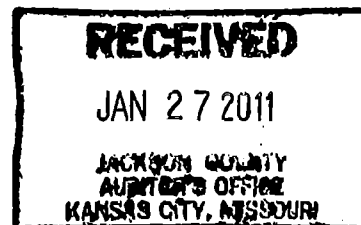
Complete a separate program budget for each program your agency is applying for

Agency Name: Operation Breakthrough, Inc.
Program Name: Psychiatric Clinic Support

Personal Services			
Position / Title	Total Salary	to be funded by	to be funded by Jackson County
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ -
Total Benefits			\$ -
Total Personal Services			\$ -
Contractual Services			
KU Med Psychiatric Physicians			\$ 19,005
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ 19,005
Supplies			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ -

Total Program Request \$ 19,005

Rev 1/24/11



Section D: 2011 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.

RECEIVED

SEP 17 2010

JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

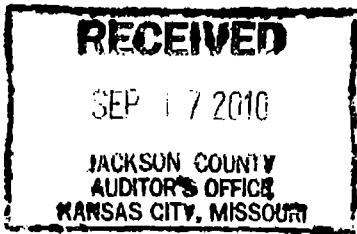
Section D: 2011 Program Information

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

Participants							
Identify the number of participants by County that each program serves.							
Jackson, MO	25-30						
Clay, Platte,							
Johnson, KS							
Other							
Target Population							
Describe target population and demographics to be served by each program.							
<p>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 unenrolled.</p>							
<p>Would you provide these services to anyone at your door? No, children must be enrolled at OB. Is anyone denied services? No, all enrolled children may 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:</p> <table style="width: 100%; border: none;"> <tr> <td style="padding-left: 20px;">Senior Program</td> <td></td> </tr> <tr> <td style="padding-left: 20px;">Indigent Program (Below Poverty Level)</td> <td style="text-align: right;">85%</td> </tr> <tr> <td style="padding-left: 20px;">Senior Indigent Program</td> <td></td> </tr> </table> <p>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 approximately 120-180 homeless children or those w/o subsidies each year, at no charge and without reimbursement.</p>		Senior Program		Indigent Program (Below Poverty Level)	85%	Senior Indigent Program	
Senior Program							
Indigent Program (Below Poverty Level)	85%						
Senior Indigent Program							



Section D: 2011 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

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 County

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.

RECEIVED

SEP 7 2010

JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

Section D: 2011 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

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.

3.

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.

RECEIVED

SEP 17 2010

JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

Section D: 2011 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

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

Notification

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 4 times and year and distributed to over 13,000 households throughout the metropolitan area. Newsletter articles are also posted on our website. In addition, a sign acknowledging funding will be placed in our Therapy Clinic.

RECEIVED

SEP 17 2010

JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI