

COOPERATIVE AGREEMENT
(Speech Therapy Program)

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."

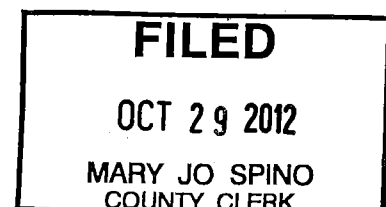
WHEREAS, the County and Agency desire to enter into an Agreement to provide funding to be used for its speech therapy program; and,

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 speech therapy services, 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 \$32,580.00, in quarterly installments of \$8,145.00 each. The payment for the first and second quarters will be made within 30 days after the 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.



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. **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.

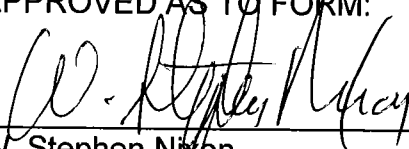
11. **Term.** This Agreement shall be effective January 1, 2012, and shall terminate on December 31, 2012. This Agreement may be terminated prior to that date by either party upon written notice, delivered thirty days prior to the effective date of termination. If this Agreement is terminated by either party, the County shall pay only for those services actually performed by the Agency as verified by the County's audit.

12. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

(Signature Page to Follow)


IN WITNESS WHEREOF, the parties have executed this Agreement this 29
day of October, 2012.

APPROVED AS TO FORM:



W. Stephen Nixon
County Counselor

JACKSON COUNTY, MISSOURI

By: 

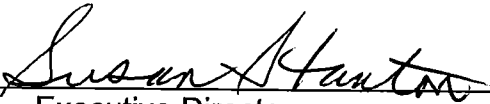
Michael D. Sanders
County Executive

ATTEST:



Mary Jo Spino
Clerk of the Legislature

OPERATION BREAKTHROUGH

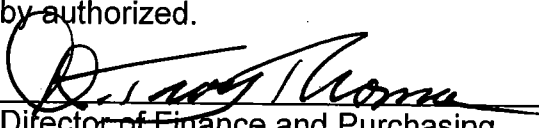
By: 

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 \$32,580.00 which is hereby authorized.

October 26, 2012
Date



Director of Finance and Purchasing
Account No: 002-7743-56789
77432012002



EXHIBIT
A

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
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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 Address: www.operationbreakthrough.org	
Federal Tax ID No: 43-0971560	Fiscal Year Cycle: 11/1 - 10/31
Executive Director: Steven P. Callahan	
Name and Title of Principal Contact Person:	Marsha Gillespie, Grants Manager
Phone No: (816) 329-5258	Email Address: marshag@operationbreakthrough.org
Submittal of this request has been authorized by: Steven P. Callahan	
Date: September 14, 2011	

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SEP 14 2011

JACKSON COUNTY
AUDITOR'S OFFICE
KANSAS CITY, MISSOURI

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	\$ 148,901	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 Revenue Information

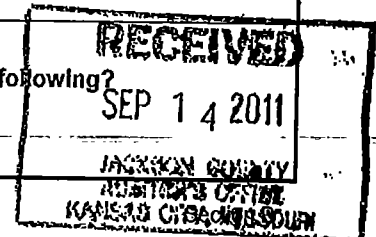
Funding Entity	Agency's 2011 Total Revenue Source You Received Funding From	Amount	% of Total Revenue
Federal	Head Start/Early Head Start, USDA	\$ 2,155,449	33
State	Title XX Childcare, Children's Trust Fund	\$ 1,017,000	16
Jackson County	Mental Health, COMBAT, Housing, Other	\$ 148,901	2
Other Counties		\$ -	0
City	HPRP, CBDG	\$ 170,446	3
Charity/Donations	Other Grants, Individual Donations	\$ 1,941,020	30
Fundraisers	Annual Dinner/Auction, Other FR	\$ 1,069,000	16
Other (please list)	Fees, Misc Income	\$ 49,517	1
2011 Total Revenue		\$ 6,551,333	

If your agency received funding from Jackson County in 2011, 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"/>	\$ 35,500	Violence Prevention/Youth Dev
Mental Health Levy	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 39,816	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"/>	\$ -	
Housing Resources Commission	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 12,000	Housing Asst/Case Mgmt
Outside Agency Program	<input checked="" type="checkbox"/>	<input type="checkbox"/>	\$ 61,585	Speech/Psych/Food Assistance
2011 Total Jackson County Funding			\$ 148,901	

Did your agency receive funding or resources in 2011 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: 2012 Program Budget

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

Agency Name: Operation Breakthrough, Inc.

Program Name: Speech Therapy Program

Personal Services			
For each salary request below please attach a job description or duties.			
Position / Title	Total Salary	% of Salary to be funded by Jackson Co.	Amount of Salary to be funded by Jackson County
Certified Speech Therapist	47,000	64%	\$ 30,265
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Salaries			\$ 30,265
Total Benefits - FICA @ .0765			\$ 2,315
Total Personal Services			\$ 32,580
Contractual Services			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Contractual Services			\$ -
Supplies			
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
			\$ -
Total Supplies			\$ -

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AUDITOR'S OFFICE
KANASAS CITY, MISSOURI

Total Program Request \$ 32,580

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: Speech Therapy

Proposed Program

Detail functions to be performed by each program.

The purpose of the Speech Therapy program is to provide specialized therapy for children who have been clinically diagnosed with speech and language delays or disorders, which range from problems with word articulation to problems using and understanding language. Speech and language delays often occur in conjunction with sensory processing or other developmental delays and are sometimes related to fetal drug/alcohol exposure. Language delays/disorders are exacerbated by literacy-poor home environments, where kids do not have adequate exposure to books or adults who will read to them, due in part to family instability and in part to parents' low educational levels.

Speech Therapy is provided on-site by both staff and contract therapists. Children receive two 30-minute one-on-one sessions each week; sessions incorporate games, songs, books and educational toys to encourage the children's participation and to teach pre-academic concepts, such as colors and numbers, to enhance language development and reinforce proper speech and communication skills. Speech therapists also conduct regular classroom sessions, along with workshops for classroom teachers that give practical suggestions on how to add language enhancement components to daily classroom activities. The speech therapist also meets individually with parents of children receiving therapy and periodically conducts workshops for parent groups.

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INTEGRATED HEALTH
MUNICIPALITY OF
KANSAS CITY, MISSOURI
Section D

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: Speech Therapy

Participants	
Identify the number of participants by County that each program serves.	
Jackson, MO	60 - 80
Clay, Platte, Cass, MO	
Wyandotte, Johnson, KS	
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 with speech/language delays. Typically, 60-80 of those enrolled require specialized services. 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 attachment 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 for services.**

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

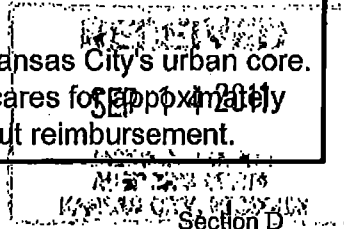
Please classify your program from the following types by percentage of your agency's overall service

Senior Program	%
Indigent Program (Below Poverty Level)	85 %
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 approximately 145 homeless or unsubsidized children each month at no charge and without reimbursement.



Section D: 2012 Program Information

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Agency Name: Operation Breakthrough, Inc.

Program Name: Speech Therapy

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 will be utilized for the benefit of Jackson County residents.

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.

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Section D: 2012 Program Information

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Agency Name: Operation Breakthrough, Inc.

Program Name: Speech Therapy

Approach & Method

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

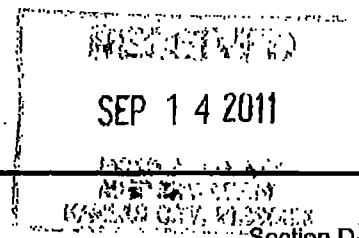
1) To provide early intervention to detect and remediate speech and language disorders before children enter school.

2) To educate parents, caregivers, and teachers on how to stimulate children's language learning.

3.

Detail specific methods you will use to achieve these objectives.

The Speech Therapy program uses formal evaluation tools to assess children's speech and language skills. Therapists develop a treatment plan for each child requiring specialized services and provide individual and/or group therapy in 30-minute sessions twice each week. Parents, preschool teachers and community volunteers are trained in ways to reinforce the work done in therapy in activities outside the therapy setting.



Section D

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: Speech Therapy

Evaluation

How can the success of each program be evaluated?

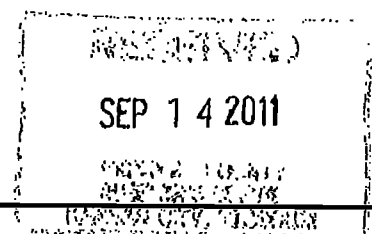
Indicate performance measures or statistics you will use to demonstrate the success of each program.

Speech therapists write measurable goals for each child receiving therapy. They gather data every three months to measure progress toward these goals, and modify goals or establish new ones as needed. Teachers are periodically observed in the classroom to evaluate their use of the language stimulation methods they have learned in language development workshops. Parents are interviewed before and after training to see whether they can articulate specific techniques for stimulating their children's language learning at home.

Notification

How will your organization make clients, the public and the media aware of the generous taxpayer funding received from Jackson County? (Please attach any examples)

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.



Section D