

# 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. <u>Services</u>. 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 quarter 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.

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APR 0 4 2013

MARY JO SPINO COUNTY CLERK

- 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 quarter shall be submitted within 30 days after the execution of this Agreement, or within 30 days after the execution of this Agreement, whichever comes later. 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. Appropriation of funds. Agency and the County recognize that the County intends to satisfy its financial obligation to Agency hereunder out of funds annually appropriated for that purpose by the County. County promises and covenants to make its best efforts to appropriate funds in accordance with this Agreement. In the event no funds or insufficient funds are appropriated and budgeted, or are otherwise unavailable by any means whatsoever for payment due hereunder, County shall immediately notify Agency of this occurrence and this Agreement shall terminate on the last day for which appropriations were received, without penalty or expense to the County of any kind whatsoever, except as to the portions of the payment amounts herein agreed upon for which funds shall have been appropriated and budgeted or are otherwise available, or at any time after the last date that County has paid for the Services, if earlier.

### County further agrees:

- a. That any funds authorized or appropriated for services rendered under this Agreement shall be applied to the payments hereunder until all such funds are exhausted.
- b. That County will use its best efforts to obtain authorization and appropriation of such funds including, without limitation, the inclusion in its annual budget, a request for adequate funds to meet its obligation under this Agreement in full.
- 6. **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.

- 7. 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.
- 8. **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.
- 9. Employment of Unauthorized Aliens Prohibited. Pursuant to §285.530.1, RSMo, Agency assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation, its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Agency shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

- 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.
- 11. <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.
- 12. <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.
- 13. <u>Term.</u> This Agreement shall be effective January 1, 2013, and shall terminate on December 31, 2013. 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.
- 14. <u>Incorporation</u>. This Agreement incorporates the entire understanding and agreement of the parties.

#### **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.

April 1,243 Date

Director of Finance and Purchasing

Account No: 002-7743-56789

77432013002

### **Speech Therapy Program**



### OUTSIDE AGENCY FUNDING REQUEST FORM 2013 BUDGET

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

Submittal of this request has been authorized by:

Email: auditor@jacksongov.org

Section A:	Organization or Agency Information	page 1
Section B:	Agency's 2012 and 2013 Revenue Information	page 2
Section C:	Individual Program Budget	page 3
Section D:	Program Information	pages 4 - 8
	Summary of Request by Program	page 9

### Section A: Organization or Agency Information Operation Breakthrough, Inc. Name: 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: Susan Stanton Name and Title of Principal Contact Person: Marsha Gillespie, Grants Manager (816) 329-5258 Phone No: Email Address: marshag@operationbreakthrough.org

Susan Stanton

August 29, 2012

Date:

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#### Section B: Agency's 2012 and 2013 Revenue Information Agency's 2013 Projected Revenue Information Agency's 2013 Total Projected Revenue Projected % of Source You Will Request 2013 Funding From Funding Entity Amount Total Revenue Federal Head Start, Early Head Start, USDA \$ 1,564,160 26 State MO DSS Childcare Asst, Children's Trust Fund \$ 862,529 14 Jackson County COMBAT, Mental Health, HRC, Legislature \$ 148,901 2 Other Counties n/a \$ 0 City CDBG \$ 117,000 2 Charity/Donations Individual Donations \$ 1,320,000 22 Fundraisers Annual Dinner & Auction, other FR events \$ 1,076,000 18 Other Grants from Private Foundations 995,774 16 2013 Total Projected Revenue

6,084,364

	Agency's 2012 To	tal Revenue					
Funding Entity	Source You Received				Ame	ount	% of Total Revenue
Federal	Head Start, Early Head Start			\$		1,564,160	26
State	MO DSS Childcare Asst, Chi	ldren's Trus	t Fund	\$		862,529	14
Jackson County	COMBAT, Mental Health, HR			\$		148,901	2
Other Counties	n/a	-		\$		_	0
City	CDBG			\$		117,000	2
Charity/Donations	Individual Donations			\$		1,320,000	22
Fundraisers	Annual Dinner & Auction, other	er FR event	s	\$		1,076,000	18
Other (please list)	Grants from Private Donation	8		\$		995,774	16
		2012 Total Revenue				6,084,364	
	If your agency received fu please identify the funding so	inding from ource, amou	n Jackso unt and p	n Co prog	ounty in	2012.	
	please identify the funding so	inding from ource, amou	n Jackso unt and p	n Co prog	ounty in	2012.	
Jackson County Fur	please identify the funding so	eurce, amou Yes	unt and p	rog	ounty in	2012, le below.	yram Name
Jackson County Fur	please identify the funding so	Yes	ınt and p	rog	ounty in a ram nam Amount	2012, le below. Prog	gram Name evention/Youth Dev
Jackson County Fur COMBAT Mental Health Levy	please identify the funding so	ource, amou Yes ☑ ☑	Int and p	rog /	ram nam Amount 35,500	2012, le below. Prog	evention/Youth Dev
Jackson County Fur COMBAT Mental Health Levy Board of Services fo	please identify the funding so nding Source or Developmentally Disabled	Yes V V V	Int and p	rog 	ram nam Amount 35,500	2012, le below. Prog Violence Pre	evention/Youth Dev
Jackson County Fur COMBAT Mental Health Levy Board of Services fo Domestic Violence E	please identify the funding so nding Source or Developmentally Disabled Board	ource, amou Yes ☑ ☑	Int and p	**************************************	ram nam Amount 35,500	2012, le below. Prog Violence Pre	evention/Youth Dev
Jackson County Fur COMBAT Mental Health Levy Board of Services for Domestic Violence E Housing Resources	olease identify the funding so nding Source or Developmentally Disabled Board Commission	Yes  V  V  V  V  V  V  V  V  V	No 🗆	\$ \$ \$	ounty in a ram name Amount 35,500 39,816	2012, le below. Prog Violence Pre	evention/Youth Dev I Health
Jackson County Fur COMBAT Mental Health Levy Board of Services fo Domestic Violence E	olease identify the funding so nding Source or Developmentally Disabled Board Commission	Yes  V  U	No 🗆 🖂	\$ \$ \$ \$	Amount 35,500 39,816 - 12,000	2012, te below.  Prog Violence Pre Adult Mental	evention/Youth Dev I Health
Jackson County Fur COMBAT Mental Health Levy Board of Services for Domestic Violence E Housing Resources	olease identify the funding so nding Source or Developmentally Disabled Board Commission	Yes  V  V  V  V  V  V  V	No O	\$ \$ \$ \$ \$	Amount 35,500 39,816 - 12,000 61,585	2012, te below.  Prog Violence Pre Adult Mental	evention/Youth Dev I Health ht/Case Mgmt
Jackson County Fur COMBAT Mental Health Levy Board of Services for Domestic Violence E Housing Resources Dutside Agency Pro	olease identify the funding so nding Source or Developmentally Disabled Board Commission gram 2012 Total Jackso	Yes  V  O  O  O  O  O  O  O  O  O  O  O  O	No □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	\$ \$ \$ \$ \$ \$ \$	Amount 35,500 39,816 - 12,000 61,585	Prog Violence Prog Adult Mental Housing Ass Speech/Psyc	evention/Youth Dev I Health  It/Case Mgmt  Ch/Food Assistance
Jackson County Fur COMBAT Mental Health Levy Board of Services for Domestic Violence E Housing Resources Dutside Agency Prog	olease identify the funding so nding Source  or Developmentally Disabled Board Commission gram 2012 Total Jackso	Yes  V  O  O  O  O  O  O  O  O  O  O  O  O	No  No  Funding	\$ \$ \$ \$ \$ \$ \$	Amount 35,500 39,816 - 12,000 61,585	Prog Violence Prog Adult Mental Housing Ass Speech/Psyc	evention/Youth Dev Health  WCase Mgmt  Ch/Food Assistance
Jackson County Fur COMBAT Mental Health Levy Board of Services for Domestic Violence E Housing Resources Dutside Agency Pro	olease identify the funding so nding Source  or Developmentally Disabled Board Commission gram 2012 Total Jackso	Yes  V  O  O  O  O  O  O  O  O  O  O  O  O	No □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □ □	\$ \$ \$ \$ \$ \$ \$	Amount 35,500 39,816 - 12,000 61,585	Prog Violence Prog Adult Mental Housing Ass Speech/Psyc	evention/Youth Dev I Health  It/Case Mgmt  Ch/Food Assistance

## Section C: 2013 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

For each salary request be	Personal Service		inti	on or dution
Position / Title	Total Salary	% of Salary to be funded by Jackson Co.	ıbu	Amount of Salary to be funded by Jackson County
Certified Speech Therapist	47,000	64%	\$	30,265
			\$	
			\$	
	4		\$	_
			\$	
			\$	-
otal Salaries			\$	30,265
otal Benefits - FICA only			\$	2,315
	Total Perso	nal Services	\$	32,580
Co	ntractual Servi			02,000
		;		
			\$	-
		i	\$	-
		j	\$	-
			\$	<u>.</u>
			\$	
<del></del>	Total Contract	ual Services	\$	
	Supplies			·
			\$	-
			\$	_
			\$	_
			\$	_
			\$	_
RECEIVED			\$	_ [
	To	tal Supplies	\$	
AUG 2 9 2012			<u>*</u>	•
JACKSON COUNTY AUDITORS OFFICE KANSAS CITY MISSOURI	Total Progra	m Request	\$	32,580
AUDITORS OFFICE			₹	02,000

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 our part-time staff therapist. 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. Our speech therapist also conducts regular classroom sessions, along with workshops for classroom teachers that give practical suggestions on how to add language enhances.

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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	50-65			
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 90% live below federal poverty guidelines; 26% are homeless. Over 96% of these families are headed by single women. Currently, over 25% of families are homeless. 78% live on less than \$15,000 a year, including all forms of public assistance; 58% live on less than \$10,000 a year. Approximately 22% of parents are not working, primarily due to homelessness, substance abuse and/or mental health problems. Another 24% are without earnings while enrolled in GED, college or employment training programs. Nearly one-third of families have no health insurance; 54% of children are on Medicaid. Typically, 15-20% of enrolled 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? 90% are 100% below poverty line Please classify your program from the following types by percentage of your agency's overall services:

Senior Program

Indigent Program (Below Poverty Level)

% 90%

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

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

Agency Name:	Operation Breakthrough, Inc.	-
Program Name:	Speech Therapy	
	Approach 9 Mart	
	Approach & Method List the top three (3) objectives for each program.	
1) To provide early inter	vention to detect and remediate speech and language	disorders before
children enter school.		
2) To educate parents of	aregivers, and teachers on how to stimulate children's language lear	<del> </del>
27 TO CHACACO PATORIO, C	aregivers, and teachers on now to stimulate children's language lear	ning.
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De	tail specific methods you will use to achieve these objectives.	
he Speech Therapy prog ach child requiring specia	ram uses formal evaluation tools to assess children's speech and la	nguage skills. For
dividual and/or group the	alized services, our licensed speech therapist develops a treatment perapy in 30-minute sessions twice each week. Parents, preschool tea	olan and provides
ommunity volunteers are etting.	also trained in ways to reinforce the work done in therapy in activitie	s outside the therapy

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AUDITORS OFFICE
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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.

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#### **Exhibit B**

### **WORK AUTHORIZATION AFFIDAVIT**

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Operation Breakthrough**, **Inc.**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Operation Breakthrough**, **Inc.**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above understands that false statements made in this fil under section 575.040, RSMo.)	ling are subject to the penalties provided
Susan Hauton  Authorized Representative's Signature	Su AN STANTON Printed Name
Title	3/29/13 Date
Subscribed and sworn before me this <u>29</u> da commissioned as a notary public within the o Mssouri , and my commission expires	ay of <u>March</u> , 2013. I am County of <u>jackson</u> , State o s on <u>U[[8]] U</u>
Signature of Notary	3/29/13 Date

KATIE E. DALBEY
Notary Public - Notary Seal
State of Missouri
Commissioned for Jackson County
My Commission Expires: June 18, 2016
Commission Number: 12356847

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