

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____ 2012, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and Dr. James Vincent, Ph.D., hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, it is the intention of Contractor to provide professional services to the Sedgwick County Community Developmental Disability Organization ("CDDO") to include team consultation/training, environmental assessment, functional behavior assessment, situational individual therapy, writing behavior support plans, evaluating documentation and data, and system building meetings; and

WHEREAS, County desires to engage Contractor to provide said professional services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises hereinafter contained, the parties hereto agree as follows:

SECTION 1: SERVICES

Contractor agrees to provide professional services as agreed upon by County and Contractor to include the following:

- 1) Team consultation/trainings;
- 2) Environmental assessments;
- 3) Functional behavioral assessments;
- 4) Situational individual therapy;
- 5) Writing behavior support plans;
- 6) Evaluation documentation and data; and
- 7) System building.

Contractor also agrees to hire one fulltime graduate student in Psychology who will perform duties as assigned by the Contractor. Contractor will provide clinical oversight, and a minimum of 2/3 of the time being provided by the student and a minimum of 1/3 of the time provided by the Contractor. The graduate student will be the employee of the Contractor and, as such, all advertising costs for the position will be the responsibility of the Contractor and space will be provided by the Contractor as needed.

SECTION 2: COMPENSATION AND REIMBURSEMENT

County agrees to pay Contractor for the above-described professional services in the amount of Thirty Seven Thousand Four Hundred Eighty and no/100 Dollars (\$37,480.00). The Contractor will submit monthly reports to CDDO for services rendered and will be paid Three Thousand One Hundred Twenty Three and 33/100 Dollars (\$3,123.33) per month. Contractor shall invoice the County monthly for this amount along with the monthly report. Invoices shall be submitted directly to the Sedgwick County Developmental Disability Organization, 615 N. Main, Wichita, Kansas 67203, or to such address as County may identify to Contractor. Each invoice submitted by Contractor shall be paid by County within thirty (30) days.

SECTION 3: TERM

This agreement shall be for a term beginning January 1, 2013 through December 31, 2013.

SECTION 4: ASSIGNMENT

Neither this agreement nor any rights or obligations under this agreement shall be assigned or transferred by either party without the prior written consent of the other.

SECTION 5: APPLICABLE LAW

This agreement shall be governed by the laws of the State of Kansas

SECTION 6: RELATIONSHIP OF PARTIES

It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees and subcontractors of contractor will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Contractor.

SECTION 7: PURCHASING PROCEDURE

Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

SECTION 8: HANDICAPPED ACCESSIBILITY

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal assistance. Contractor shall also comply with applicable requirements of the Americans with Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

SECTION 9: EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S. A. 44-1001 *et seq.*

- A. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.
- B. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
- C. If Contractor fails to comply with the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.
- D. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
- E. Contractor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.
- F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K. S. ~. 44-1031 *etc.*

SECTION 10: INDEMNIFICATION AGREEMENT

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants, and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

SECTION 11: NOTIFICATION

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notifications shall be deemed complete upon mailing.

County: Sedgwick County Community Developmental Disability Organization
Attn: Dee E. Staudt, Director
615 N. Main
Wichita, KS 67203
Phone: (316) 660-7630
Fax: (316) 660-4911

Sedgwick County Legal Department
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Ste. 359
Wichita, KS 67203-3790

Contractor: James Vincent, Ph. D.
7807 E. Funston
Wichita, KS 67207
Phone: (316) 636-1188

SECTION 12: TERMINATION

Either party to this agreement may cancel its obligations herein upon sixty (60) days prior written notice to the other party. It is hereby understood that funding may cease or be reduced at any time, and in the event that adequate funds are not available to meet County's obligation hereunder, County reserves the right to terminate this agreement upon thirty (30) days prior written notice to Contractor.

SECTION 13: AMENDMENTS TO AGREEMENT

To provide necessary flexibility for the most effective execution of this contract, whenever County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract.

SECTION 14: ENTIRE AGREEMENT

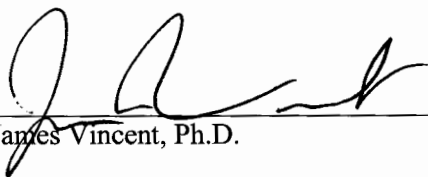
This agreement contains the entire agreement between the parties hereto; any agreement not contained herein shall not be binding on either party, or of any force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

BOARD OF COUNTY COMMISSIONERS
SEDGWICK COUNTY, KANSAS


CONTRACTOR

Tim Norton, Chairman
First District



James Vincent, Ph.D.

SEDGWICK COUNTY DEVELOPMENTAL
DISABILITY ORGANIZATION

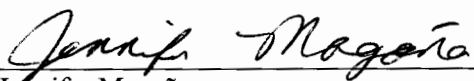


Dee E. Staudt, Director

ATTEST:

APPROVED AS TO FORM:

Kelly B. Arnold
County Clerk



Jennifer Magaña
Deputy County Counselor

APPENDIX A - SERVICES

Objectives of services to be provided by Dr. James Vincent include:

- To provide assessments and situational individual therapy to individuals dually diagnosed with a mental illness and developmental disability or who present challenging behaviors.
- To work with individuals based on the severity of the behavior and situation as referred by the SCDDO.
- To provide assistance to community service providers through:
 - The development of individual behavior management plans.
 - Training for direct care staff.
- To assist in creating a greater capacity for working with the target population by hiring one graduate student in Psychology to assist in the performance of this contract.

TIMELINE:

This agreement will begin January 1, 2013 and end December 31, 2013. All families receiving services will reside within the Sedgwick County geographical area.

RESPONSIBILITIES:

Dr. James Vincent is responsible for:

- Providing the following services to individuals as referred by the SCDDO:
 - Team consultation/trainings;
 - Environmental assessments;
 - Functional behavioral assessments;
 - Situational individual therapy;
 - Writing behavior support plans;
 - Evaluation documentation and data; and
 - System building.
- Following consultations, work product will be sent to SCDDO staff for distribution.
- Hire a graduate student in Psychology to assist in fulfillment of this contract.
- Work with SCDDO staff to develop training for community service provider staff.

SCDDO is responsible for:

- Making referrals and scheduling appointments with appropriate individuals.
- Provide meeting space for consultations.
- Reimbursing Dr. Vincent for services rendered in a timely manner.
- Provide satisfaction surveys to those who receive the service and monitor and share results with Dr. Vincent.
- Maintain a waiting list for those who have requested but not yet received the service.

APPENDIX B – BUDGET

BUDGET

Dr. James Vincent and Graduate Student	\$34,200.00
Mileage Reimbursement for Graduate Student Site Visitations	\$2,080.00
Community Service Provider Trainings	\$1,200.00
TOTAL:	\$37,480.00

TERMS:

- Dr. Vincent will be paid Three Thousand One Hundred Twenty Three and 33/100 Dollars (\$3,123.33) per month from January 1, 2013 until December 31, 2013.