

## PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between Sedgwick County, Kansas ("County"), and Vera Institute of Justice, Inc., a New York not-for-profit corporation ("Contractor").

WHEREAS, County's Department of Corrections ("DOC") seeks to enhance its work through adoption of department-wide family engagement model; and

WHEREAS, County desires to engage Contractor, through its Center on Youth Justice ("CYJ"), training and technical assistance in developing such a model; 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 contained herein, the parties hereto agree as follows:

1. **Purpose.** Contractor will provide services to County, as detailed in Appendix A, "Proposal," and incorporated as a part of this Agreement. The parties agree that Contractor will perform said services as an independent contractor. Time is of the essence in Contractor's performance of services.

2. **Term.** The initial term of this Agreement shall begin November 1, 2015 and continue for eighteen (18) months, ending on April 30, 2017.

3. **Compensation.** County agrees to pay and Contractor agrees to accept as compensation for services provided pursuant to this Agreement two hundred and ten thousand dollars and no cents (\$210,000) in total for all of Vera's services under this agreement, inclusive of preparation time, travel and expenses. Vera will invoice County for \$65,000.00 upon completion of Phase One; \$75,000.00 upon completion of Phase Two; and \$70,000.00 upon completion of Phase Three. These phases are described in Appendix A. County will make payment within 30 business days of its receipt of each invoice. These fees include all of Contractor's time, labor, equipment and supplies.

4. **Notification.** Notices under this Agreement shall be addressed as follows:

County: Sedgwick County Purchasing  
Attn: Purchasing Director  
525 N. Main, Suite 823  
Wichita, KS 67203

and

Sedgwick County Counselor's Office  
Attn: Contract Notification  
525 N. Main, Suite 359  
Wichita, KS 67203

Contractor:

Vera Institute of Justice, Inc.  
Attn: Dr. Ryan Shanahan  
233 Broadway, 12<sup>th</sup> Floor  
New York, NY 10279-1299

The effective date of any notice under this Agreement shall be the date of receipt by the addressee. The failure of either party to give notice of default, or to strictly enforce or insist upon compliance with any of the terms or conditions of this Agreement, the waiver of any term or condition of this Agreement, or the granting of an extension of time for performance shall not constitute the permanent waiver of any term or condition of this Agreement. This Agreement and each of its provisions shall remain at all times in full force and effect until modified by the parties in writing.

**5. Intellectual Property.** Subject to the requirements of the Kansas Open Records Act, (K.S.A. 45-221, et seq.), for the purposes of this paragraph, all documents and other materials that Vera produces or prepares in consequence of the performance of this contract are deemed, individually and together, "Work Product." Vera shall retain all intellectual property and other proprietary rights including, but not limited to, copyrights and trademarks, with regard to all Work Product; provided, however, that Vera grants County a limited license to further distribute to future County employees (but not to authorize any third party to make use of) any documents and materials distributed in connection with Vera's work.

**6. Contractor Personnel.** Any other provision of this agreement notwithstanding, County specifically permits Contractor to assign its employee, Hernan Carvente, to perform work under this Agreement.

**7. Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this contract will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

**8. Insurance.** Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this agreement:

<b>Worker's Compensation:</b> Applicable State Statutory Employer=s Liability	
<b>Employer=s Liability Insurance:</b>	\$500,000.00
<b>Contractor=s Liability Insurance:</b> Form of insurance shall be by a Commercial General Liability and include Automobile comprehensive/liability	

<b>Bodily Injury:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Property Damage:</b>	
Each Occurrence	\$500,000.00
Aggregate	\$500,000.00
<b>Personal Injury:</b>	
Each Person Aggregate	\$500,000.00
General Aggregate	\$500,000.00
<b>Automobile Liability B Owned, Non-owned, and Hired:</b>	
Bodily Injury Each Person	\$500,000.00
Bodily Injury Each Occurrence	\$500,000.00

Liability insurance coverage indicated above must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, employer's liability and workers compensation, which shall be delivered to the Office of the Sedgwick County Counselor prior to the start of work in order to review compliance with this Section. Said certificate shall contain a provision that coverage afforded under the policies will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to ensure that any and all approved subcontractors meet the minimum insurance requirements.

**9. Incorporation of Appendices.** Appendix A (Proposal) and Appendix B ("General Contractual Provisions") are attached and made a part of this Agreement.

**10. Indemnification.** Contractor agrees and covenants that it will hold and save harmless and indemnify County, its elected and appointed officials, officers, agents, servants, employees, volunteers and others working on behalf of County, from and against any and all third party claims, demands, loss, or lawsuits, including all costs associated therewith, for any damages, expenses, costs and liabilities that may be awarded by final judgment of a court of competent jurisdiction in the United States, against County or Contractor by reason of bodily injury and/or death, and/or tangible property damages, which arises in connection with the work to be performed hereunder by Contractor or of any employee or agent of Contractor, to the degree such indemnification is allowed by law, except to the extent attributable to the acts or omissions of the indemnified party. The foregoing indemnifications will be provided only if County promptly provides Contractor with written notice of any covered claim and County allows Contractor the opportunity to control the defense and any related settlement negotiations, with full cooperation of County.

11. **Termination of Contract.** The County reserves the right to cancel the Agreement and discontinue services with a thirty (30) day written notice as a result of the failure of the contracted provider to provide acceptable services as delineated in the response to this document or if determined that services can be better provided by in-house or other sources. In the event of termination of this Agreement as a result of a breach by Contractor hereunder, the County will not be liable for any fees and may, at its sole option, award an agreement for the same services to another qualified firm with the best bid, or call for new bids and award an agreement for the same services to another qualified firm to provide services.

12. **Entire Agreement.** This Agreement and the documents attached hereto contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor of any force or effect.

13. **Authority.** Each person executing this Agreement represents and warrants that they are duly authorized to sign on behalf of the entity that is a party hereto.

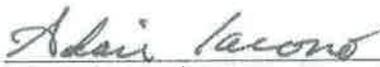
Witness our signatures the day and year first above written.

SEDGWICK COUNTY, KANSAS

VERA INSTITUTE OF JUSTICE, INC.

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RICHARD RANZAU, Chairman  
Board of County Commissioners

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ADAIR IACONO,  
Corporate Counsel/Secretary

APPROVED AS TO FORM

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Justin M. Waggoner  
Assistant County Counselor

ATTEST TO:

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KELLY B. ARNOLD  
COUNTY CLERK

APPENDIX A – PROPOSAL



## **Building on Family Strengths for Better Outcomes**

A proposal submitted to the Sedgwick County Department of Corrections  
by the Vera Institute of Justice

August 2015

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### **Overview**

Research has shown the positive correlation between family support and improved outcomes for adults and juveniles involved in justice systems. Accessing this resource can help promote positive outcomes for individuals and communities. Despite persuasive research, the culture in many juvenile justice systems continues to focus on punishment, personal accountability, and steering young people away from those they knew prior to incarceration. Such an approach, frankly, misses the mark by devaluing one of the most obvious sources of support for young people: their families.

The Vera Institute of Justice (Vera) welcomes the opportunity to partner with the Sedgwick County Department of Corrections (the county) to support the department's commitment to helping youth and families succeed. Vera proposes to conduct an assessment of current county efforts to engage families, identify areas for improvement, provide technical assistance and training to help facilitate family-related recommendations, and evaluate the impact of change efforts. Working closely with senior county leadership, Vera proposes working with the county to expand its current practice by developing a countywide family engagement model through a three phase process: (1) assessment, (2) policy development and practice recommendations, and (3) measuring impact. Vera's work will be informed by youth and family voice and be rooted in the expertise of staff working with youth in Sedgwick County.

Vera provides extensive training and support to government and community partners to help them identify and leverage the inherent strengths and resources of families and communities. Vera helps its partners engage in systemic interventions designed to benefit people at greatest risk of cycling in and out of the juvenile justice system. While specific applications may vary depending on context, the basic theory of change and methodological approach employed is consistent. For the work in the county, Vera will:

- Assess the county's current policies and practice to learn where Vera can be most helpful in creating a countywide family engagement model (Phase 1: Assessment, 6-9 months).
- Apply Vera's family engagement template to develop and implement appropriate policies and practices across the county and work with county leadership to ensure the thoroughness and sustainability of the policy and practice changes (Phase 2: Policy Development and Practice Recommendations, 6 months).

- Develop standards on family engagement for use by the various juvenile justice stakeholders in the county to measure the success of the change efforts and provide a framework for quality assurance moving forward (Phase 3: Measuring Impact, 6 – 9 months).

This project, budgeted at \$210,000 and conducted over 18 months between November 1, 2015 and April 30, 2017, can position Sedgwick County as a leader in family engagement within the juvenile justice field.

## Phase 1: Assessment

Vera will begin the work with the county by engaging the existing Community Engagement Board (the board) to guide this project. Vera will work with the board to build a framework for the assessment—developing a vision/mission statement for the project and highlighting places where family-focused work is occurring as well as identifying opportunities to enhance current practice. The board will also provide support for Vera during two parts of the assessment process: form review and collecting stakeholder perspectives.

*Form Review.* Documents, such as intake and assessment forms, are a key component of how agencies codify protocol and turn policy into practice. Forms used in juvenile justice settings often track data, pose questions, and guide interactions with participants in ways that reflect the underlying values of an agency. The form revision component of the assessment identifies agency forms that are relevant to the project’s goals and then offers recommendations for integrating strength-based language and other changes to better identify and tap the positive attributes of and resources available to families. By ensuring that forms reflect a commitment to a strength-based, family-focused approach, Vera can support the county in having a more consistent focus on strengths and families.

*Collecting Stakeholder Perspectives.* To inform the assessment, Vera will conduct focus groups with staff, youth, and families that are representative of the system. Vera envisions a two-step process with stakeholders (staff, youth, and family members): (1) initial data gathering and (2) stakeholder involvement in the analysis of data. Through this process, Vera will have the information needed to outline current practices and make recommendations to the county on how to enhance its efforts around family engagement. While it may not be feasible to talk with youth and families at every different point in the system, Vera will certainly seek a representative sample that will be most helpful to the project.

The two-step process includes elements of participatory action research which is a research approach that “stresses that evaluations should be designed, methods chosen, and questions framed in explicit collaboration with a group of ‘primary users’ whom the evaluation is to serve.”<sup>1</sup> In participatory action research, evaluators work with community partners to establish the purpose, priorities, and direction of evaluation activities. The community contributes directly to the change sought by the evaluation. All of the focus group protocols, surveys, and consent forms will be vetted by Vera’s Institutional Review Board to ensure they provide appropriate

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<sup>1</sup> Robert J. Chaskin, “Dissemination and Impact: Issues, Lessons, and Future Directions,” in *Research for Action: Cross-National Perspectives on Connecting Knowledge, Policy, and Practice for Children*, edited by Robert J. Chaskin and Jona M. Rosenfeld, New York, NY: Oxford Books, 2008.

human subject protections. Should the county wish to make public the report that Vera produces, all the protections and approvals will be in place to share information from the youth and family focus groups as well as the data from other stakeholders.

Staff. Vera will develop and conduct a survey to capture staff attitudes about engaging family. The survey will be based on Vera's Staff Attitudes and Beliefs Towards Families Scale which, preliminary results show, has internal validity in measuring staff beliefs and attitudes toward families and staff tendencies toward family-oriented work.<sup>2</sup> To complement the survey data, Vera will work with leaders at the various agencies that make up the board to learn about existing family engagement practices, communication processes with families, and opportunities to expand on those efforts.

Youth. Vera will develop and conduct a survey to capture youth's perceptions about agency efforts to engage families and, for detained youth, the amount of contact they currently have with family members. The survey information will be complemented by focus groups with young people.

Family. Vera will develop and conduct a survey to capture family perceptions about agency efforts to engage families. The survey information will be complemented by focus groups with family members. For detention and placement centers, Vera will observe family visitation and distribute the survey. For other families, Vera will work with the board to recruit family members for surveys and focus groups. When Vera observes visitation, it is not intrusive—Vera will be off to the side observing staff interactions and the visiting environment, not specific family dynamics. The focus groups of family members will be held at a location in the community that is convenient for the majority of family members. Vera will work with the project workgroup to brainstorm the best way to recruit family members. If needed, Vera will complement the survey and focus groups with phone interviews with family members.

All three groups will re-convene separately after the initial data collection period. These meetings will allow the people most impacted by the research—youth, and families—to be part of a collaborative process of data analysis. The participants will draw out relevant themes, place outliers into context, and prioritize action steps that will frame the final vision document. Depending on the county's plans for sharing the final project report, these groups can also brainstorm creative ways to disseminate the report to the communities that provided the data and are most impacted by the analysis.

Vera will assist the county to identify family members to participate on the workgroup and provide a stipend for their participation.

## Phase II: Policy Development and Practice Recommendations

After Vera has developed an assessment report with recommendations, the second phase will focus on supporting the county to develop a strategic plan and implement the recommendations.

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<sup>2</sup> Sandra Villalobos Agudelo, "The Implications of Correctional Staff Attitudes and Beliefs Towards Families" (presentation to the American Society of Criminology, Chicago, IL, November 16, 2012).

This will include trainings for the DOC juvenile services staff on strength-based tools and methods of a family-focused approach.

Vera will train the county (meaning department of corrections juvenile services) staff in the research, the family engagement model, the assessment results, recommendations and practice changes to develop buy-in as part of the implementation process.

Vera has developed a range of tools to help staff working in different contexts apply a family-focused approach and engage youth in a strength-based way. These tools help improve rapport between staff and youth while identifying information that is valuable for reentry planning and case management. Family mapping tools provide staff with a visual means to engage participants in discussion and planning regarding their social support. A “genogram” builds on the concept of a family tree and charts information about strengths and challenges that repeat across generations within families and social networks. An “ecomap” displays public and community resources available to a family, as well as relationships with the criminal justice system, informal links in the community, and institutions such as drug treatment, public housing, school, or a place of worship. Not all agency staff will have the time to use family mapping tools. For them, the Juvenile Relational Inquiry Tool (JRIT) is the most useful. This eight-question instrument was created to help juvenile corrections staff learn about the strengths and social supports of people in their custody. It is intended to initiate a conversation that will inform programming, reentry planning, and other aspects of correctional case management.

### Phase III: Measuring Impact

Given the importance of measuring and tracking family engagement efforts, Vera will assist the county in understanding the impact of their efforts around family engagement. Vera, in partnership with the board, will develop family engagement standards. Vera will assess if the county’s current data system collects information relevant to the family engagement standards or if additional types of data need to be tracked.

The final stages of the work focus on the *long-term sustainability* of the change in practice, including reviewing evaluation findings to understand how family-focused approaches are working following the training and where staff—including managers—need further development. *Evaluation* efforts examine whether training and technical assistance have resulted in the desired changes in practice and policy.

### Capabilities and Capacity

The Vera Institute of Justice is an independent nonprofit organization that combines expertise in research, demonstration projects, and technical assistance to help leaders in government and civil society improve the systems people rely on for justice and safety. Over the past fifty years, Vera has developed substantial staff capital and the accompanying infrastructure to deliver technical assistance and conduct research in a wide range of settings. Vera has significant expertise in juvenile justice and demonstrated experience in providing a range of services. Those services include, but are not limited to, evaluating programs; conducting assessments of juvenile justice agencies to identify system patterns or inefficiencies and make recommendations for improvements; designing and implementing innovative responses to juvenile offending and to serving young crime victims; and providing research consultation and assistance to other

nonprofit organizations or government agencies that serve youth and their families. Across its work in the juvenile justice system, Vera helps government partners develop new, more effective services, or improve the level of existing services.

Vera's Family Justice Program provides extensive training and strategic support to government and community partners to help them effectively draw on the resources of families and communities. The program's systemic interventions are designed to benefit people at greatest risk of cycling in and out of the justice system.

For this project, Vera will draw on its extensive experience surveying and interviewing incarcerated adults and juveniles and their families about their contacts with their families and their social support network and about their engagement with the corrections agency. Project staff have conducted focus groups with formerly incarcerated adults, interviews and surveys of incarcerated youth, and interviews and surveys with family members, and have published multiple reports based on those findings.<sup>3</sup>

In its work with Sedgwick County, Vera will draw on related work in various jurisdictions, including, but not limited to, the following:

- (1961-present) Designing and implementing 37 **demonstration projects** in the criminal and juvenile justice field (including on issues such as substance use and mental health needs, juvenile reentry, school safety, juvenile confinement, the overlap of the child welfare and juvenile justice systems, family case management, and restorative justice), 29 of which spun-off from Vera into independent nonprofit organizations or were incorporated into government or non-government agencies.
- (2001 – 2014) To identify and treat young offenders with mental health and substance abuse problems, in 2001, Vera collaborated with New York State and City agencies to develop the **Adolescent Portable Therapy** program (APT). A unique treatment model, APT provides strength-based, family-focused mental health and substance use services to youth at various points along the juvenile justice system continuum. APT does not operate out of a clinic, but brings the treatment directly to the youth and families in their homes. To assess the program's effectiveness, researchers at Vera conducted an experimental, three year, longitudinal evaluation. APT has provided training and technical assistance to a number of jurisdictions, to help others adapt and implement this treatment model.
- (2009 – 2012) Vera created a new template for family-focused reentry in state juvenile justice systems through its partnership with the **Ohio Department of Youth Services**

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<sup>3</sup> See for example: Ryan Shanahan and Sandra Villalobos Agudelo, *Families as Partners: Supporting Incarcerated Youth in Ohio* (New York: Vera Institute of Justice, 2012); Sandra Villalobos Agudelo, *The impact of family visitation on incarcerated youth's behavior and school performance: Findings from the Families as Partners Project* (New York: Vera Institute of Justice, forthcoming). Margaret diZerega and Sandra Villalobos Agudelo, *Piloting a Tool for Reentry: A Promising Approach to Engaging Family Members* (New York, NY: Vera Institute of Justice, 2011); Margaret diZerega and Carol Shapiro, *Asking About Family Can Enhance Reentry*, *Corrections Today* Vol. 69, Dec. 2007.

(DYS). Vera provided training and technical assistance to support DYS's goal of implementing a family-oriented approach in its policies and practices across the agency. This partnership has enhanced Ohio's ability to better serve the young people and families who are involved in its juvenile justice system, reinforce consistency in this approach between facility and parole, and create an approach to state-level engagement that could be applied in other jurisdictions around the country.

- (2009 – present) The director of Vera's Family Justice Program serves on the advisory board of the **National Reentry Resource Center** and chairs the Family and Community Committee. In this capacity, Vera has led webinars and conference presentations on topics including children of incarcerated parents and family-focused reentry for jails, prisons, and juvenile justice facilities.
- (2011 – 2012) Vera was contracted by the **Kentucky Department of Juvenile Justice** to support the integration of more strength-based, family-focused services in various juvenile facilities—detention centers, group homes, and long term placement facilities. Vera is working with DJJ to increase staff participation in the decision-making process to integrate a strength-based, family-focused approach; provide tools and methods for staff to draw on the family and social support of youth; and train agency trainers who can help sustain the tools and methods over the long term.
- (2011 – 2012) Vera partnered with the **Performance-based Standards Learning Institute (PbS Li)** to develop national standards for juvenile correctional facilities to engage incarcerated youths' family members in all aspects of the youths' incarceration. The project was guided by an advisory board that included juvenile justice facility staff, academics, and parents of youth who had been in the juvenile justice system, as well as additional reviewers who had a similar range of experience.<sup>4</sup> With support from OJJDP, PbS Li developed a system of Performance-based Standards (PbS) that allows agencies and facilities to identify, monitor, and improve conditions and treatment services for incarcerated youth using national standards and outcome measures. This project resulted in nationally-recognized standards to help facilities and agencies gauge their ability to engage families and connect youth with supportive people who can help them meet their goals. By implementing these standards, juvenile justice agencies will learn how an intentional focus on families affects other aspects of the facility.

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<sup>4</sup> The advisors and reviewers included Liane Rozell, formerly of Families & Allies of Virginia's Youth; Gina Womack, Families and Friends of Louisiana's Incarcerated Children; Zachary Norris, formerly of Justice for Families; Wendy Luckenbill, formerly of Community Care Behavioral Health Organization; Laura Dolan, formerly of Ohio Department of Youth Services; Shari Wolf, Ohio Department of Youth Services; Cassie Reynolds, formerly of Kentucky Department of Juvenile Justice; Rebecca Garza, Texas Juvenile Justice Department; Caleb Asbridge, The Moss Group; Krista Larson, formerly of Adolescent Portable Therapy; Annie Salsich, formerly of Vera Institute of Justice; and Jeffrey Butts, John Jay College of Criminal Justice's Research and Evaluation Center.

## APPENDIX B – GENERAL CONTRACTUAL PROVISIONS

### 1. 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 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.

### 2. PERSONNEL.

**A. Qualified Personnel.** Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.

**B. Minimum Wages.** Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

**C. Employee Conflict of Interest.** Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

**D. Contractor's Safeguard.** The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

**E. Participant Safeguard.** Contractor certifies that:

1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by Contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;

2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by Contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and

3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.

4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Contractor shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Contractor would have no other reasonable way of knowing of these acts.

F. It is understood that this contract may be revoked at the discretion of the County if Contractor is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

### 3. PROHIBITION OF CONFLICTS OF INTEREST.

**A. Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

**B. Interest of Contractor.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

**C. Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in Section Twenty (20) below. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.

**D. Notice to Bidders.** Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

#### **4. FUNDING.**

**A. Reprogramming of Funds.** It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.

**B. Inability to Perform Contract.** It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

**C. Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

#### **5. RECORDS, REPORTS AND INSPECTION.**

**A. Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

**B. Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

**C. Reports.** During the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

**D. Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract.

**E. Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

#### **6. METHOD OF BILLING AND PAYMENT.**

**A. Billing Procedures.** Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed on Page 1, Section 3 of this contract, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

**B. Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Five (5) above.

**C. Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

**D. Pre-disbursement Requirements.** Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.

#### **7. PARTICIPANT INPUT.**

Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

#### **8. LICENSES, PERMITS AND INSURANCE.**

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

#### **9. EPA APPROVED BUILDING.**

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

#### **10. 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 financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA), as amended, 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.

#### **11. ASSIGNMENT.**

Neither this contract nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other.

#### **12. SUBCONTRACTING.**

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

#### **13. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**

**A. Service Standards and Procedures.** Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures contained in the RFP.

**B. Compliance With Law.** Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

#### 14. 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 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.A. 44-1031(c).

#### 15. Amendments to Agreement.

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

16. **Certificate of Tax Clearance.** Annually Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than 30 days prior to beginning date of the contract term.

17. **Debarment/Suspension.** Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the Excluded Parties List System (EPLS) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been placed on the Excluded Parties List System (EPLS) and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the EPLS, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under EPLS and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.