

**SEDGWICK COUNTY PERMANENCY PLANNING & COORDINATING COUNCIL**  
**Contract for Operation and Finance**

THIS CONTRACT is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2012, by and between Sedgwick County, Kansas, hereinafter "County" and the Secretary of Kansas Department for Children and Families, hereinafter referred to as the "Secretary."

WHEREAS, K.S.A. 39-708c prescribes that the Secretary shall have the power and duty to determine the general policies relating to all forms of social welfare which are administered or supervised by the Secretary and to adopt the rules and regulations therefore; shall develop a children and youth service program and administer or supervise program activities including the care and protection of children who are deprived, defective, wayward, miscreant, delinquent, or children in need of care; and shall perform any other duties and services necessary to carry out the purpose of the act and promote social welfare in the State of Kansas, not inconsistent with state law; and

WHEREAS, the Secretary has deemed it necessary, pursuant to the aforesaid statute, to enter into a contract with the County for a program designed to accelerate permanency for youth in foster care and to promote ongoing improvement in the child-in-need-of-care system as it functions in the 18<sup>th</sup> Judicial District, hereinafter "Permanency Planning and Coordinating Council," which operated in Sedgwick County, Kansas, as a joint operation of the Kansas Department for Children and Families – Wichita Regional Office, hereinafter "DCF-WRO," County, and the 18<sup>th</sup> Judicial District; and

WHEREAS, County finds it desirable to enter into a contract with the Secretary for such program for the benefits of youth involved in the child-in-need-of-care system in Sedgwick County.

NOW, THEREFORE, in consideration of the following terms, conditions, and covenants, the parties hereto agree as follows:

SECTION 1. PURPOSE. The purpose of this contract is to provide for shared cost of operating a program designed to accelerate permanency for youth in foster care and to promote ongoing improvement in the child-in-need-of-care system as it functions in the 18<sup>th</sup> Judicial District, hereinafter "Permanency Planning and Coordinating Council," which operates in Sedgwick County, Kansas, as a joint operation of the DCF-WRO, County, and the 18<sup>th</sup> Judicial District; and

SECTION 2. TERM. The term of this contract shall be from July 1, 2012, through June 30, 2013.

SECTION 3. RENEWAL. This contract may be renewed annually for two successive one-year terms, in writing, subject to the mutual agreement of the parties.

SECTION 4. COST SHARE. It is hereby agreed by the parties that the cost share for operating the Permanency Planning and Coordinating Council attributable to DCF-WRO shall be

the cost of the salary and benefits for the Project Coordinator, a County employee, for the Permanency Planning and Coordinating Council. Secretary hereby agrees to pay upon receipt of billing from County said cost share attributable to DCF-WRO. It is hereby agreed by the parties that the cost share for operating the Permanency Planning and Coordinating Council attributable to County shall be the additional, non-salary related, costs necessary for operation of the Permanency Planning and Coordinating Council.

It is hereby agreed by the parties that the Project Coordinator of the Permanency Planning and Coordinating Council is a County employee subject to the provisions of the Sedgwick County, Kansas Personnel Policies and Procedures Manual. County shall be the sole source of supervision for the Project Coordinator. In accordance with County policy, County employment of the Project Coordinator is contingent on successful completion of a criminal background check and drug test.

SECTION 5. COMPENSATION. Secretary and County expressly understand and agree that in no event shall the total, full, and complete compensation and reimbursement for cost share of Secretary paid hereunder to County by DCF-WRO exceed the maximum amount of \$79,503.00, which represents the salary and benefits costs of the Project Coordinator for the Permanency Planning and Coordinating Council, as set forth on Appendix B – “Sedgwick County Department of Corrections Permanency Council Budget.”

#### SECTION 6. BILLING AND PAYMENT.

A. County agrees to bill Secretary, through DCF-WRO, within the first two weeks of completion of the calendar quarter during the term of this contract for the previous quarter’s cost share attributable to DCF-WRO. Said billing shall be mailed to:

Department for Children and Families  
Wichita Regional DCF Office Accounting Department  
Attention: Bonnie Schilling  
P.O. Box 1620  
Wichita, KS 67201

B. Secretary agrees that payment shall be made by DCF-WRO to County within 30 days of the receipt of billing. Said payment shall be mailed to:

Sedgwick County Division of Finance  
Attention: Marty Hughes  
525 N. Main, Suite 823  
Wichita, KS 67203

SECTION 7. RECORDS. County shall maintain records verifying all fiscal transactions related to the materials, services, and expenses of the operation of Permanency Planning and Coordinating Council. Said records shall be available for audit or inspection by Secretary and/or Secretary’s duly authorized representatives.

SECTION 8. COUNTY'S DUTIES. County agrees to provide materials and services necessary to the operation of Permanency Planning and Coordinating Council. If tangible property is acquired, County shall be the sole owner thereof. It is agreed by the parties hereto that ownership of materials obtained as a result of the cost share reflected in this contract are owned by County.

SECTION 9. AUTHORITY OF AGENT. Secretary assures County that Secretary has the authority to delegate and has delegated the full and appropriate legal authority to the Wichita Regional Director of the DCF to enter into this contract as representative and agent of Secretary in all matters relating to this contract's execution and performance.

SECTION 10. GOVERNING LAW. This contract shall be interpreted under and governed by the laws of the State of Kansas.

SECTION 11. TERMINATION OF CONTRACT. This contract may be canceled by either party by providing written notice thereof at least 30 days in advance of the effective date of the termination. Notice shall be sent as required in Section 12 thereof.

When this contract is terminated, County shall not incur new obligations for the terminated portion after the effective date of termination and shall cancel as many outstanding obligations as possible unless County independently has agreed to assume total fiscal responsibility therefore. Secretary shall pay its cost share for all non-cancelable obligations incurred by County prior to the termination date. Whether this contract is terminated by County or Secretary, Secretary shall pay for its cost share incurred up to and including the date of termination.

SECTION 12. NOTICE. For purposes of this contract, notices shall be sent by one party to the other at each of the following address:

NOTICES SENT TO COUNTY:

Sedgwick County Division of Finance  
Attention: Marty Hughes  
Sedgwick County Courthouse  
525 N. Main, Suite 823  
Wichita, KS 67203

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

NOTICES SENT TO SECRETARY:

Secretary of the Kansas Department for Children and Families  
Attention: Secretary  
Docking State Office Bldg., 6<sup>th</sup> Floor  
915 SW Harrison  
Topeka, KS 66612

Department for Children and Families  
Wichita Regional Office  
Attention: Director of Operations  
PO Box 1620  
Wichita, KS 67201

SECTION 13. INCORPORATION OF APPENDICES. The following documents executed by the parties are attached hereto and incorporated herein:

1. Appendix A - Contractual Provisions Attachment (Form DA-146a).
2. Appendix B – “Sedgwick County Department of Corrections Permanency Council Budget”

SECTION 14. EFFECTIVE DATE. This contract shall become effective only upon its execution by the parties hereto, or by their duly authorized agents or representatives.

SECTION 15. 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.

SECTION 16. The State of Kansas' current financial situation does not make it possible for DCF to make firm, unalterable financial commitments. In the event DCF determines lack of funding requires modification of this agreement, DCF reserves the right to renegotiate the terms and conditions of this agreement with the County. County agrees to cooperate with DCF in renegotiating this agreement should DCF determine that such modification is necessary to manage the resources available to DCF. In the event DCF is subject to a formal funding reduction or allotment, DCF reserves the right to alter or adjust the payment amounts or terms of this agreement to meet funding reductions or allotments by sending a written notice of such alterations or adjustments to the County 15 days before such alterations or adjustments become effective. Should County believe there is a need to modify other terms or conditions of the agreement, DCF will, in good faith, negotiate regarding the terms of the agreement.

IN WITNESS WHEREOF, County and Secretary have executed this contract the day and year first above written.

**DEPARTMENT FOR CHILDREN AND FAMILIES**

**SEDGWICK COUNTY, KANSAS**

\_\_\_\_\_  
Diane Bidwell, Wichita Regional Director

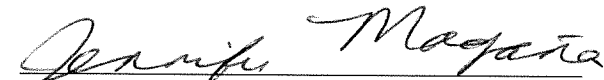
\_\_\_\_\_  
Tim Norton, Chairman  
Sedgwick County Board of County Commissioners

\_\_\_\_\_  
Phyllis Gilmore, Secretary

ATTEST:

\_\_\_\_\_  
KELLY ARNOLD, County Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
JENNIFER MAGANA  
Deputy County Counselor

**APPENDIX A – DA-146**

**APPENDIX B - Sedgwick County Department of Corrections Permanency Council Budget**

## CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 1-01), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 2012\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.  
  
Parties to this contract understand that the provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting state agency cumulatively total \$5,000 or less during the fiscal year of such agency.
6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State to establish a "self-insurance" fund to protect against any such loss of damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."

## APPENDIX B

Sedgwick County Department of Corrections  
Permanency Council Budget  
July 1, 2012 through June 30, 2013

EXPENDITURES	TOTAL BUDGET	SRS FUNDING	COUNTY FUNDING
Salaries & Wages	\$54,519	\$54,519	
FICA - OASDI Taxes	\$3,350	\$3,350	
FICA - HI Taxes	\$784	\$784	
Health/Life Insurance Premiums	\$15,343	\$15,343	
Retirement Contributions	\$4,507	\$4,507	
Workers Compensation	\$827	\$827	
Unemployment Taxes	\$173	\$173	
Seminar Registration Fees	\$500		\$500
Travel Expense	\$300		\$300
Local Mileage	\$200		\$200
Office Supplies	\$200		\$200
Operating Supplies	\$300		\$300
Food	\$2,786		\$2,786
<b>TOTAL</b>	<b>\$83,789</b>	<b>\$79,503</b>	<b>\$4,286</b>