

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made this 30th day of November, 2012, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and Wichita State University, a state educational institution of Kansas, hereinafter referred to as "WSU."

WITNESSETH:

WHEREAS, it is the intention of County to obtain professional facilitation services for Sedgwick County Developmental Disabilities Organization (CDDO); and

WHEREAS, WSU provides support and research dedicated to serving families of children with high levels of behavioral needs and developmental disabilities; and

WHEREAS, County intends to engage such contractors as are duly qualified to build local resources for families, children and youth in Sedgwick County; and

WHEREAS, County has been provided with the appropriate evidence of such qualifications of WSU.

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

1. Services. WSU agrees to perform as specified below:
 - a. WSU will provide a three-session Child and Family Checkup assessment and brief parenting intervention to families referred by the CDDO. Services will include but not be limited to working collaboratively with the CDDO to facilitate referrals prior to performing the Checkup as well as having enough trained graduate level students available to administer checkups through the initial contract period. A detailed Proposal Abstract describing the services is attached to the Agreement as Appendix A.
 - b. The County shall have the right during the term of this Agreement to inspect or review the work of WSU, and to require such oral or written reports of work progress from WSU as may be reasonably necessary to assure proper performance of this Agreement.
2. Term of Agreement. This agreement shall be for a term beginning January 1, 2013 through December 31, 2013.
3. Payment. Payment for services rendered pursuant to this Agreement shall not exceed Fifty Seven Thousand no/100 Dollars (\$57,000.00), and shall be made in four quarterly payments, upon receipt of invoices and satisfactorily completed performance. Of the total, up to Three

Thousand and no/100 Dollars (\$3,000) will be provided to the program in the form of program incentives for participating families. Incentives will be purchased by the SCDDO and delivered to WSU on a quarterly basis based on the number of families served through the program.

Invoices shall be mailed to the address below:

Dee E. Staudt
Sedgwick County Community Developmental Disability Organization
615 N. Main
Wichita, KS 67203
dstaudt@sedgwick.gov

Payments to WSU shall be mailed to the address below:

Wichita State University
James Snyder
Box 034/Box 428
Jabara Hall
1845 Fairmount, Box 7
Wichita, KS 67260-0034

4. **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. 10-1 112 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 be in conformity with such laws, and it is a condition of this Agreement that 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. In the event that County seeks to unilaterally sever, modify or terminate this agreement based on this provision, County agrees to provide advance written notice to WSU.
5. **Notification.** Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Sedgwick County CDDO
Attn: Dee E. Staudt, Director
615 N. Main
Wichita, KS 67203

and Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

WSU: Psychology Department

Attn: James Snyder, Ph.D.
Box 034 Box 428 Jabara Hall
Wichita State University
1845 N. Fairmount
Wichita, KS 67260-0201

6. **Independent Contractor.** It is mutually agreed and understood that WSU shall at all times and for all purposes be deemed an independent contractor, and not the employee of the County, particularly for, but not limited to, the purposes of workers' compensation and the Kansas Tort Claims Act.
7. **Loss of Personal Property.** The parties agree that the County shall bear no liability for the damages, theft or other loss of any personal property of WSU which may occur on County premises, whether such loss affects personal property secured or purchased by the County, WSU or by means of grant arrangements. If such personal property is material to the performance of the services listed in Item 1, it shall be the responsibility of WSU to replace it. The County shall be the sole judge of materiality.
8. **Assignments and Delegation.** The services to be performed under this Agreement are deemed to be personal in nature, and the parties agree that the duties may not be delegated nor the contract assigned without the prior written consent of all parties.
9. **Amendments.** The parties agree that no changes, additions, or modifications to this Agreement and its attachments may be made except by a written addendum signed by both parties.
10. **Defaults.** This Agreement may be terminated by the County at any time that it determines in its sole discretion that the services listed in Item 1 are not being performed in accordance with the Agreement, after providing WSU with a written notice of deficiency and a reasonable opportunity to respond and correct the identified deficiency.
11. **Equal Employment Opportunity.**
 - a. WSU 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, physical handicap unrelated to such person's ability to engage in the particular work, national origin or ancestry.
 - b. In all solicitations or advertisements for employees, WSU shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.
 - c. If WSU fails to comply with the manner in which WSU reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031, WSU 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 WSU 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, WSU shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.
- e. WSU shall include the provisions of paragraphs a through d, inclusively, of this section in every subcontract or purchase order so that such provisions shall be binding upon such subcontractor or vendor.
- f. Provisions a through e above shall not apply to the present agreement in the event that WSU (1) employs fewer than four employees during the term of this agreement; or (2) whose contracts with County cumulatively total Five Thousand and no/100 Dollars (\$5,000.00) or less during the fiscal year of the County.

12. **Termination.** Either Party to this Agreement may cancel its obligations herein upon thirty (30) 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 WSU.

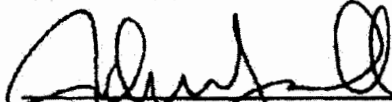
13. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto; any agreement not contained herein shall not be binding on either party, or of any force or effect.

14. **Incorporation of Appendices.** Appendix A -Services, and Appendix B -Budget are attached hereto and incorporated into this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date shown below.

WICHITA STATE UNIVERSITY

SEDGWICK COUNTY

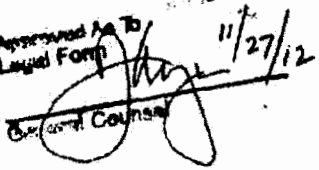


James Snyder, Ph.D. Interim Associate Provost for Research
Wichita State University

Tim Norton, Chairman
Board of County Commissioners

Date: 11/30/12

Date: _____

Approved As To Legal Form

Board of County Commissioners 11/27/12 4

APPROVED AS TO FORM:

See WSU legal Stamp approval on
the R. Jones, Associate General Counsel
pg. 4

APPROVED AS TO FORM:

Jennifer Magaña
Jennifer Magaña, Deputy County Counselor

ATTESTED TO

KELLY B. ARNOLD

SEDGWICK COUNTY CLERK

APPENDIX A - SERVICES

Objectives of services to be provided by WSU include:

- To build local resources for families, children and youth in Sedgwick County to promote healthy social and emotional development, prevent mental and behavioral health concerns
- To develop collaborative relationships for screening, referral and follow-up with administrative and direct service personnel in appropriate Sedgwick County agencies
- To provide "Child and Family Checkup" and "Adolescent and Family Checkup" services and brief interventions for families so identified
- To collect data on the delivery of such services for administrative and fiscal reimbursement purposes, and to use such data (in a de-identified form) to assess and document the efficacy of such services
- To provide an initial assessment of the capacity, feasibility and short-term efficacy of services provided to use for grant writing purposes and to inform efforts to bring the Family and Child Check-Up to a larger scale.

TIMELINE:

This agreement will begin January 1, 2013, and continue through December 31, 2013. Specific dates for activities will be agreed upon by SCDDO and WSU based on mutual availability, access to trainings and/or families, and project expectations. All families receiving services will reside within the Sedgwick County geographical area.

RESPONSIBILITIES:

WSU is responsible for:

- Undertaking training in Child and Adolescent Family Checkup.
- Providing a three-session Child and Family Checkup assessment and brief parenting intervention to approximately 50 families referred by SCDDO.
- Providing a three-session Adolescent and Family Checkup assessment and brief parenting intervention to approximately 13 families referred by SCDDO.
- Working collaboratively with SCDDO to facilitate referrals by identifying families and children/adolescents who will benefit from such services.
- Providing accurate information to SCDDO about the number of families served and the interventions they receive, delivered quarterly during the contract year.
- Collecting and summarizing data concerning the effects of the services, including client satisfaction, delivered as a summary report at the end of the contract year.
- Billing Sedgwick County for services as scheduled in this contract.

SCDDO is responsible for:

- **Working collaboratively with WSU to facilitate referrals by identifying families and children/adolescents who will benefit from such services.**
- **Making available ongoing administration contact and consultation necessary to facilitate implementation of the service plan.**
- **Reimbursing WSU for services rendered in a timely manner, as further described in the next section of the agreement on fiscal expectations.**

APPENDIX B – BUDGET

PERSONNEL:

\$47,818

- Family Checkup Coordinator (WSU faculty): Jan.-Dec.
- 3 Family Checkup Therapists (WSU grad students): Jan-Dec.
- 2 Family Checkup Therapists (WSU grad students) July-Dec.

RELATED AND INDIRECT COSTS:

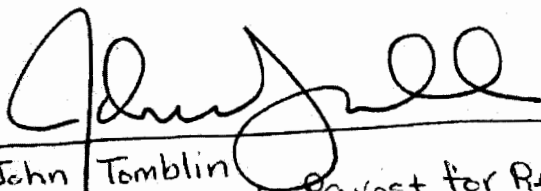
- IC/Administrative (WSU) @ .10 **\$5,182**
- OOE **\$1,000**
- Program Incentives **\$3,000**

TOTAL:

\$57,000

TERMS:

- \$54,000 will be paid quarterly starting January, 2013 in four equal installments of \$13,500.00
- \$3,000 in program incentives for individuals and families will be provided on a quarterly basis based on the number of families served



John Tomblin
Interim Associate Provost for Research