

**FY2013 CONTRACT FOR A MILL LEVY FUNDED PROGRAM
CEREBRAL PALSY RESEARCH FOUNDATION OF KANSAS, INC.
DEPARTMENT ON AGING
Physical Disabilities - Therapy Program**

THIS CONTRACT FOR A MILL LEVY FUNDED PROGRAM (the "Contract") is made and entered into this _____ day of _____, 2012 by and between Sedgwick County, Kansas, (hereinafter referred to as the "County") and Cerebral Palsy Research Foundation of Kansas, Inc. (hereinafter referred to as the "Contractor").

WITNESSETH

WHEREAS, the County wishes to make available certain services to residents of Sedgwick County, Kansas; and

WHEREAS, Contractor warrants that it is capable of providing the services hereinafter described.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the parties hereto agree as follows:

ARTICLE 1: NATURE OF RELATIONSHIP

- 1.1 Contractual Relationship. It is understood and agreed that the legal relationship between Contractor and the County is contractual in nature.
- 1.2 Independent Contractor. The County hereby engages and retains Contractor as an independent contractor and Contractor accepts said engagement and retention. No other relationship is intended to be created between the parties, and nothing herein shall be construed so as to give either party any rights as an agent, employee, joint venturer or partner with the other party. As an independent contractor, the Contractor and its employees will not be within the protection or coverage of the County's worker's compensation insurance (subject to the provisions of K.S.A. § 44-505). Further, neither Contractor nor any of its employees shall be entitled to receive any current or future benefits provided to employees of the County. The County shall not be responsible for withholding social security, unemployment compensation, or state or federal income tax from payments made by the County to Contractor.
- 1.3 Term. This Contract shall become a legal and binding agreement upon signature of same by both parties, but shall be effective as of January 1, 2013 (the "Effective Date"). This contract terminates on December 31, 2013. Notwithstanding the foregoing, the term of this Contract may continue on a month to month basis for a reasonable time after December 31, 2013 if: (A) both parties mutually agree to continue operating under the terms of this Contract while actively negotiating a contract for 2014; and (B) funds are available for the 2014 program year.
- 1.4 Required Certifications. If Contractor is a corporation, Limited Liability Company or other entity that is officially organized in Kansas, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to the County on or before the date this Contract is executed by Contractor.

ARTICLE 2: SCOPE OF SERVICES

- 2.1 Purpose. It is mutually agreed by and between the County and Contractor that the purpose of this Contract is for Contractor to provide a therapy program to "eligible participants," as defined below. The program is named "Therapy Program" and shall be operated by Contractor at its facility located at 5111 E. 21st, Wichita, Sedgwick County, Kansas.
- 2.2 Contractor's Agreement. Contractor agrees to provide the following professional services to program customers.
- A. GENERAL CONDITIONS.
- i. Contractor understands and agrees that an eligible participant for this program shall be:
- a. a resident of Sedgwick County, Kansas, and
 - b. physically disabled.

ARTICLE 3: PROGRAM GOALS, OBJECTIVES AND OUTCOMES

- 3.1 Program Goals, Objectives and Outcomes. It is mutually agreed by the parties that this Contract will be evaluated by the County in terms of obtaining the following program goals, objectives and outcomes:

Goal #1: To maintain as independent lifestyle as possible for people with disabilities by maintenance or improvement of strength.

Objective: Provide physical maintenance regimens that are prescribed by a physician to address weak muscles and joints in 23 individuals with disabilities in 2013.

Outcome: 95% of clients will evidence effectiveness of services by maintaining or improving strength of major muscle groups. Data will be collected by therapist in quarterly surveys.

Goal #2: To maintain as independent lifestyle as possible for people with disabilities by maintaining or improving joint range of motion.

Objective: Provide physical maintenance regimens as required by a licensed Occupational or Physical Therapist assessment, customized to a disabled individuals' requirements to increase or retain range of motion for at least 23 individuals with disabilities in 2013.

Outcome: 94% of clients will evidence effectiveness of services in improving or retaining range of motion. Data will be collected from therapist each quarter.

Goal #3: To maintain as independent lifestyle as possible for people with disabilities by maintaining or improving in-home bed mobility.

Objective: Provide physical maintenance regimens as required by a licensed Occupational or Physical Therapist assessment, customized to a disabled individuals' needs addressing in-home bed mobility to at least 23 individuals in 2013.

Outcome: 90% of clients will maintain or improve in-home bed mobility. Data will be collected from clients in quarterly surveys.

ARTICLE 4: COMPENSATION FROM THE COUNTY

- 4.1 Compensation. Contractor and the County expressly understand and agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid hereunder to Contractor for performance of this Contract exceed the maximum amount of **\$36,233**. ***One unit of service shall be defined as one-half hour and shall be billed at \$14.54 per unit. A total of 2,492 units are to be provided.***

- 4.2 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 in Paragraph 4.1, Contractor shall submit billing for services provided to the County by the 10th day of each month. Payment to Contractor shall be made within 30 days following receipt of Contractor' s billing. Billings submitted after the 10th of the month may be rolled over to the next billing cycle. Billing shall be supported with all documentation required by this Contract. Payments shall be made to Contractor only for items and services provided to support the contract purpose and if such items are those that are authorized by Paragraph 4.1. The County reserves the right to disallow reimbursement for any item or service billed by Contractor if the County believes that any item or service was not provided to support the contract purpose.
- 4.3 Taxes. The County shall not be responsible for any federal, state or local taxes that may be imposed or levied upon Contractor as a result of this Contract.
- 4.4 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.
- 4.5 Services not Performed. Contractor shall not be entitled to receive payments for any program services Contractor is failing or has failed to perform.
- 4.6 Unexpended Funds. If it becomes apparent to Contractor that all mill levy funds will not be expended by December 31, 2013, the Sedgwick County Department on Aging must be notified by October 31, 2013. At the end of the fiscal year in December 2013, failure of Contractor to submit a final billing by notified date will result in a loss of funds and the billing not being reimbursed to the Contractor.

ARTICLE 5: APPEALS

- 5.1 Notice of Action-Including Notice of Appeal Rights. To the extent permitted by law, the Contractor shall retain the right to appeal, pursuant to the Kansas Act for Judicial Review and Civil Enforcement of Agency Actions (K.S.A. 77-601 *et seq.*), any final order or decision rendered at the administrative agency level which adversely affects the Contractor' s interests.

ARTICLE 6: CONTRACTOR' S PERSONNEL

- 6.1 Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the program services described in Paragraphs 2.1 and 2.2. Such personnel shall not be County employees or have any other contractual relationship with the County. All of Contractor' s personnel engaged, directly or indirectly, in the provision of program services shall meet the requirements of this Contract, all applicable federal laws, and all applicable laws of the State of Kansas.
- 6.2 Minimum Wages. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).

- 6.3 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties).

ARTICLE 7: FUNDING

- 7.1 Reprogramming of Funds. It is understood and agreed that in the event the amount of funds the County actually receives from the County mill levy is less than anticipated, or in the event that no funds are available to the County for funding this Contract, the County may decrease the total compensation and reimbursement to be paid hereunder or may terminate or suspend the Contract without liability. Written notice of such termination or suspension shall be given to the Contractor at least thirty (30) days prior to the date of termination or suspension.
- 7.2 Inability to Perform Contract. It is understood and agreed that in the event Contractor's rate of progress on this Contract is leading to underspending due to inability to provide program services at planned levels, the County may decrease the total compensation and reimbursement to be paid hereunder or terminate the Contract without any further liability.
- 7.3 Cash Basis and Budget Laws. The right of the County to enter into this Contract 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 Contract shall be construed and interpreted in such a manner as to ensure the County shall at all times remain in conformity with such laws. Further, the County reserves the right to unilaterally sever, modify, or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of any laws of the State of Kansas.
- 7.4 Non-Supplanting Existing Funds. Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.
- 7.5 Open Meetings. By accepting public funding from the County, or funding administered by the County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County Officials and/or employees of the County.

ARTICLE 8: RECORDS, REPORTS, PROCEDURES & INSPECTIONS

- 8.1 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, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.
- 8.2 Availability of Accounting Information.
- A. Contractor shall clearly identify and make readily accessible to the County:
 - i. all expense information; and
 - ii. any other checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract.
 - B. The information listed in Subparagraphs 8.2(A)(i) and (ii) is collectively referred to as "Accounting Information").

8.3 Reports.

- A. During the term of this Contract, Contractor shall furnish to the County, in such form as the County may require, such statements, records, reports, data and information (hereinafter collectively referred to as "Reports") pertaining to matters covered by this Contract as the County requests. Payments to Contractor may be withheld by the County if Contractor fails to provide all required Reports in a timely, complete and accurate manner. Any payments withheld pursuant to this Paragraph 8.3 shall be submitted to Contractor when all requested Reports are furnished to the County in an acceptable form. All records and information used in preparation of Reports are subject to review by the County to ensure the accuracy and validity of the information reported.
- B. Without limiting the foregoing Contractor shall report the following information to the County on a monthly basis no later than the tenth (10th) day of the month following the month in which program services were provided:
 - i. an unduplicated count of program customers served; and
 - ii. such other data necessary to evaluate the program's effectiveness and efficiency.

8.4 Access to Records.

- A. At any time Contractor shall make any and all of its Accounting Information and other records, books, papers, documents and data available to the County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:
 - i. assisting in litigation or pending litigation; or
 - ii. any audits or examinations reasonably deemed necessary by the County.
- B. The County shall be entitled to make excerpts, copies and transcriptions of any of the foregoing information.

ARTICLE 9: CONFLICTS OF INTEREST

9.1 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 program services pursuant to this Contract.

9.2 Interest of Public Officials and Others. No officer or employee of the County or any member of its governing body or other public official shall have any interest, direct or indirect, in this Contract or the proceeds hereof.

9.3 Employment Conflicts.

- A. Contractor shall submit written notice to the County in the event:
 - i. an employee of the County shall also be an employee of Contractor at time this Contract is executed;
 - ii. an employee of Contractor seeks additional/alternate employment with the County during the term of this Contract;
 - iii. an employee of the County seeks additional/alternate employment with Contractor during the term of this Contract.
- B. The County shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The County may immediately terminate this Contract without any further liability to Contractor if Contractor fails to adhere to the County's decision.

9.4 Advisory Council Members. If any Contractor staff or board members serve on any County advisory councils, they shall not be present during nor participate in any discussion (inside or outside of the advisory council ' s meeting) relating to the program and may not vote in person or by proxy on any matter related to, affecting or affected by the program.

9.5 Gratuities and Favors. Contractor shall not directly or indirectly offer any of the County ' s officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

ARTICLE 10: ASSIGNMENT & SUBCONTRACTING

10.1 Assignment. Neither this Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by Contractor without the prior written consent of the County. This Contract is binding upon and fully enforceable against the successors and assigns of Contractor, whether consented to or not.

10.2 Subcontracting. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the County. All approved subcontracts shall conform to the applicable requirements set forth in this Contract including any and all appendices and amendments, if any. Notwithstanding the County ' s consent to any subcontracting, Contractor shall remain fully responsible for all obligations of this Contract.

ARTICLE 11: PUBLICATION OF CONTRACT RESULTS

11.1 Contract Related Publications. If this Contract results in a book or other material that may be copyrighted, the author is free to copyright the work. However, the County hereby reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.

11.2 Documentation of Originality or Source. All published material and written reports submitted under this Contract or in conjunction with any third party agreements under this Contract will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in reports shall have the source identified either in the body of the report or in a footnote (regardless of whether the material is verbatim or in an extensive paraphrase format). All published material and written reports shall give notice that funds were provided by a grant from the County.

ARTICLE 12: EQUAL OPPORTUNITY & AFFIRMATIVE ACTION

12.1 Discrimination Prohibited.

A. In carrying out this Contract, Contractor shall not discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, or religion and shall comport its performances with all pertinent provisions set out in all applicable Federal and State anti-discrimination acts and associated regulations, all as amended, including, but not limited to:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.* and 45 C.F.R. Part 80);
- ii. Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.* and 29 C.F.R. Parts 1602, 1604, 1605, and 1606);
- iii. the Age Discrimination in Employment Act (29 U.S.C. 621 *et seq.* and 29 C.F.R. Part 1625);
- iv. the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.* and 45 C.F.R. Parts 90 and 91);
- v. the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 *et seq.*, 28 C.F.R. Parts 35

- and 36, and 29 C.F.R. Parts 1602, 1627, and 1630);
- vi. the Rehabilitation Act of 1973 (29 U.S.C. 794 *et seq.* and 45 C.F.R. Parts 84 and 85);
- vii. the Kansas Acts Against Discrimination (K.S.A. 44-1001 *et seq.* and K.A.R. Articles 21-30, 21-31, 21-32, 21-33, 21-34, 21-50, and 21-70); and
- viii. the Kansas Discrimination in Employment Act (K.S.A. 44-1110 *et seq.* (including the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 *et seq.* and K.A.R. Article 21-80)).

12.2 Non-Compliance.

- A. Contractor shall be deemed to be in default of this Contract and it may be immediately canceled, terminated or suspended, in whole or in part, by the County if Contractor violates the applicable provisions of any of the acts, regulations or policies cited in Paragraph 12.1. Furthermore,
 - i. The Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, national origin or ancestry;
 - ii. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase approved by the Kansas Human Rights Commission
 - iii. If the Contractor fails to comply with the manner in which the Contractor reports to the Kansas Human Rights Commission in accordance with the provisions of K.S.A. 44-1031 and amendments thereto, the Contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency;
 - iv. If the Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the commission which has become final, the contractor shall be deemed to have breached the present contract and it may be canceled, terminated or suspended, in whole or in part, by the contracting agency.

12.3 Flow Through of Requirements. Contractor shall include the provisions of **Paragraphs 12.2** in all of Contractor's subcontracts and purchase orders in order to ensure such provisions are binding upon Contractor's subcontractors.

12.4 Exempt Contractors.

- A. The provisions of this Article 12 (with the exception of those provisions relating to the ADA) are recommended but not enforceable against Contractor if:
 - i. Contractor employs fewer than four (4) employees at all times during the term of this Contract; or
 - ii. all of Contractor's contracts with the County cumulatively total Five Thousand (\$5,000.00) or less during the fiscal year of the County pursuant to K.S.A. 44-1030(c).

12.5 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.

ARTICLE 13: SUSPENSION & TERMINATION

- 13.1 Suspension of Services. The County may, in its sole discretion, indefinitely suspend Contractor's performance of program services pursuant to this Contract by providing seven (7) days notice to Contractor. Contractor shall resume performance of services within seven (7) days after receipt of notice from the County.
- 13.2 Termination in Specific Circumstances. In addition to the other provisions of the Contract authorizing termination in specific situations, the Contract may be terminated as specified in Paragraphs 13.3 and 13.4 below.
- 13.3 Termination for Cause.
- A. Contractor shall be deemed to have materially breached this Contract, and the County shall be entitled to terminate the Contract by providing written notice to the Contractor if Contractor:
 - i. fails to fulfill in a timely and proper manner any of its obligations under this Contract (and fails to cure such default within five (5) days after receipt of written notice);
 - ii. violates any of the terms, covenants, representations, warranties, conditions, or stipulations of this Contract;
 - iii. authorizes the winding up or reorganization of Contractor;
 - iv. makes a general assignment for the benefit of creditors; or
 - v. appoints a receiver.
 - B. In such event, the County may pursue all damages incurred by the County as a result of Contractor's breach including, without limitation, incidental, consequential and punitive damages (to the extent allowed by law). The County may withhold any payments due to Contractor for the purpose of set-off until such time as the exact amount of damages due the County from Contractor are determined. In addition, any information prepared by Contractor to carry out this Contract including, without limitation, data, studies, surveys, records, drawings, maps and reports shall, at the option of the County, become the property of the County. Said items shall be delivered to the County within ten (10) days after receipt of a written request from the County.
- 13.4 Termination for Convenience.
- A. Either party may terminate this Contract, in whole or in part, without stating any reason therefor by providing thirty (30) days written notice to the other party. To be effective, a partial termination shall be assented to in writing by the non-terminating party. Notwithstanding the foregoing, a refusal by a non-terminating party to assent to partial termination shall in no way limit the other party's right to unilaterally terminate the entire Contract.
 - B. If the County terminates for convenience, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. If the Contract is terminated by either party pursuant to this Paragraph 13.4, the Contractor shall be paid for work satisfactorily completed prior to the effective date of termination, provided the provisions of Paragraph 4.2 have been complied with by Contractor.

ARTICLE 14: INDEMNIFICATION

- 14.1 Indemnification.
- A. Contractor shall indemnify, defend and hold harmless the County and its commissioners, officers, employees, agents, legal representatives, successors and assigns (collectively referred to as the "Indemnified Parties") from and against all losses, costs, claims, damages, expenses and liabilities, including without limitation attorneys' fees, (collectively referred to as the "Liabilities") to the extent:

- i. attributable, directly or indirectly, to the Contractor's failure to perform any of its obligations under this Contract;
- ii. attributable, directly or indirectly, to Contractor's violation of any of the terms, covenants, representations, warranties, conditions, or stipulations contained in this Contract; or
- iii. caused or alleged to be caused, in whole or in part, by the negligence or intentional misconduct of Contractor (or any of its directors, officers, members, agents, subcontractors or anyone else for whose acts the Contractor may be liable) regardless of whether or not such Liabilities are caused in part by one or more of the Indemnified Parties.

ARTICLE 15: NOTICES

15.1 Notice Requirements. Any formal notice required or permitted under this Contract shall be deemed sufficiently given if said notice is personally delivered, sent by registered or certified mail (return receipt requested) or sent by means of telefacsimile or telecopier, to the party to whom said notice is to be given. Notices delivered in person or sent via telefacsimile or telecopier shall be deemed to be served effective as of the date the notice is delivered or sent, as applicable. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served seventy-two (72) hours after the date said notice is postmarked to the addressee, postage prepaid.

15.2 Notice Information: Until changed by written notice given by one party to the other, the addresses and numbers of the parties shall be as follows:

If to the County:
 Sedgwick County Department on Aging
 Attn: Director
 West River Plaza
 2622 W. Central, Suite 500
 Wichita, KS 67203
 FAX (316) 660-1936

If to Contractor:
 CPRF
 5111 E. 21st
 Wichita, KS 67208
 (316) 688-1888

AND

Sedgwick County Counselor's Office
 Sedgwick County Courthouse
 525 N. Main, Suite 359
 Wichita, KS 67203-3790
 FAX (316) 383-7007

ARTICLE 16: MISCELLANEOUS

16.1 Payment of Taxes and Insurance. The Contractor acknowledges and attests to working in the capacity of an independent contractor free from direction and control. As such, no payroll or employment taxes of any kind shall be withheld or paid by the County on the Contractor's behalf. The payroll and employment taxes that are the subject of this paragraph include, but are not limited to, FICA, FUTA, federal employment income tax, and state income and unemployment insurance taxes. No workers' compensation insurance has been or shall be obtained by the County for the Contractor or the Contractor's employees. It shall be the responsibility of the Contractor to provide these protections.

- 16.2 Confidentiality of Information. The Contractor agrees to comply with all federal and state laws and regulations governing the safeguard of confidential information. The Contractor shall not disclose any such information to any party other than the County without the County's prior written authorization specifying that the information is releasable. For the purpose of this Contract, all information, records, data and data elements collected and maintained of the operation of the Contract and pertaining to persons referred to Contractor under this Contract shall be protected by Contractor from unauthorized disclosure.
- 16.3 Compliance. The Contractor assures full compliance with the regulations, policies and procedures of the County. The Contractor agrees to become familiar with current policies and procedures that affect this Contract. The County agrees to send the Contractor notice of any pertinent policy or procedure which has either been changed or formulated subsequent to this Contract, and Contractor agrees to be subject to said policy or procedure.
- 16.4 Applicable Law. This Contract shall be governed by the laws of the State of Kansas and the policies and procedures of the County.
- 16.5 Publicity. Contractor shall not publicize in any manner whatsoever the program services to be performed under this Contract or Contractor's participation in the program without prior written consent of the County.
- 16.6 Applicable Law. This Contract shall be governed by, interpreted and construed in accordance with the laws of the State of Kansas, without regard to its conflict of law provisions.
- 16.7 Waiver. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Contract or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.
- 16.8 Descriptive Headings. The descriptive headings of the provisions of this Contract are formulated and used for convenience only and shall not be deemed to affect the meaning and construction of any such provision.
- 16.9 Attorneys' Fees. In any action or proceeding, arising out of this Contract, the prevailing party shall be entitled to reasonable attorneys' fees.
- 16.10 Amendments. This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.
- 16.11 Survivorship. Notwithstanding the termination of this Contract, Contractor's obligations with respect to Article 5 ("Appeals & Audits"), Article 8 ("Records, Reports, Procedures & Inspections"), Article 11 ("Publication of Contract Results"), Article 14 ("Indemnification"), and Article 16 ("Miscellaneous") and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Contract.
- 16.12 Invalidity. In the event that any provision in this Contract shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same

shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.

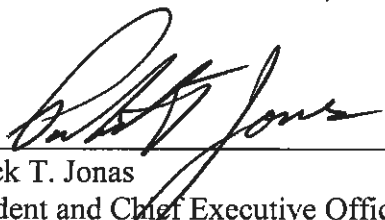
- 16.13 Phraseology. In this Contract, the singular includes the plural, the plural includes the singular and any gender includes the other gender.
- 16.14 Incorporation of Appendices. Any appendices attached hereto are incorporated by reference are a part of this Contract to the same extent as if fully set forth herein.
- 16.15 Authorities Incorporated by Reference. The parties shall be bound by those provisions and requirements that are applicable and relevant to the program. The Contractor is responsible for reviewing the contents of the applicable authorities and shall be obligated to perform in accordance with their terms whether or not the Contractor has obtained or reviewed a copy of the authorities.
- 16.16 Merger: This Contract and the documents incorporated by reference constitute the entire agreement between the parties with respect to their relationship as it relates to the provision of program services. There are no verbal understandings, agreements, representations or warranties between the parties that are not expressly set forth herein. This Contract supersedes all prior agreements and understandings between the parties, both written and oral.

IN WITNESS WHEREOF, the County and Contractor have executed this Contract as of the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

CEREBRAL PALSY RESEARCH
FOUNDATION OF KANSAS, INC.

Tim R. Norton, Chairman
Second District



Patrick T. Jonas
President and Chief Executive Officer

Date: _____

Date: 11-5-12

ATTEST:

Kelly B. Arnold, County Clerk

APPROVED AS TO FORM:



Bill H. Raymond
Assistant County Counselor