

**SERVICE AGREEMENT**

**by and between  
SEDGWICK COUNTY, KANSAS  
and  
UNIFIED SCHOOL DISTRICT NO. 259  
for  
Personal Responsibility Education Program, "PREP"**

**THIS AGREEMENT** is made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Sedgwick County on behalf of the Sedgwick County Health Department (hereinafter the "SCHD") and Unified School District No. 259 (hereinafter "USD259").

**WITNESSETH:**

**WHEREAS**, the SCHD has entered into a grant contract with the Kansas Department of Health and Environment ("KDHE") for a project entitled "Personal Responsibility Education Program or PREP" ("PROJECT"); and

**WHEREAS**, the SCHD desires to implement an evidence- based and abstinence-based teen curriculum, *Reducing the Risks*, for 9<sup>th</sup> grade physical education students in high schools within Sedgwick County, Kansas; and

**WHEREAS**, USD259 desires to contract with SCHD to implement and establish the PREP Project for Ninth (9<sup>th</sup>) grade physical education students at eight(8) high schools of USD259, and

**WHEREAS**, USD259 and SCHD desire to perform such responsibilities and services, subject to, and in accordance with, the terms and conditions of this Agreement.

**NOW, THEREFORE**, in consideration of the above and foregoing recitals, the mutual promises and covenants hereinafter given, and for other good and valuable consideration, the parties hereto agree as follows:

**I. FUNDING RESPONSIBILITIES:**

**Funding:** KDHE shall provide funding to SCHD pursuant to Contract Attachment No. 24 incorporated into the KDHE Aid To Local Universal Contract to develop and implement the Personal Responsibility Education Program, attached and made a part hereof. KDHE shall forward to SCHD on or about July 1 of each year a Notice of Grant Award establishing fund amounts and objectives, including the PREP program. In the event KDHE provides SCHD annual grant funding for the PREP Program, SCHD shall agree to utilize USD259 for implementation of the program pursuant to the terms and conditions of this Agreement. In the event grant funding for the PREP Program is not provided by KDHE, this Agreement shall immediately terminate and be of no further force or effect.

## II. USD259 RESPONSIBILITIES:

**A. Program Development:** SCHD and USD259 already have an established partnership providing Reproductive Life Planning and STD/HIV education to 8<sup>th</sup> grade science and 9<sup>th</sup> grade physical education students in USD259 middle and high schools. The PREP funds will be used to implement an evidence- and abstinence-based teen curriculum, *Reducing the Risks*, or other appropriate curriculum, for 9<sup>th</sup> grade physical education students in eight USD259 high schools over the four-year grant period. Pre- and post-testing, as well as other evaluation processes and tools, will be required by KDHE to track outcomes and objectives as determined by the Administration of Children and Families, the federal grantor agency. See attached Notice of Grant Award and Summary of Program Objectives. USD259 will perform the following grant-related activities:

1. This contract is intended to pay for a portion of the personnel costs incurred by Sandra Hysom, MS, Health Education Teaching Specialist, USD259. Should Investigator become unable to fulfill the responsibilities hereunder, substitute faculty/staff may be appointed by agreement between the parties hereto, or the contract may be terminated pursuant to provisions herein.
2. Act as liaison with the SCHD for the PREP PROJECT.
3. Communicate with pertinent USD259 staffs on the status of the PREP PROJECT.
4. Utilize the USD259 system to ensure proper procedures and processes are followed.
5. Ensure Program Objectives as outlined in the KDHE Notice of Grant Award are followed.
6. Attend meetings with the SCHD, KDHE, USD259 and other community partners as needed to plan, implement and maintain the PREP PROJECT.
7. Attend meetings with the SCHD, KDHE, USD259 and other community partners as needed to plan, implement and maintain the PREP PROJECT.
8. Work with SCHD, KDHE and USD259 staffs to develop PREP PROJECT outcomes and objectives.
9. Attend *Reducing the Risks* curriculum training in the fall of 2011.
10. Attend other pertinent trainings as necessary.
11. Assist with training USD259 selected teachers on how to teach the curriculum to 9<sup>th</sup> grade physical education students.
12. Act as a facilitator and/or back-up for curriculum presentations.

13. Ensure USD259 staffs and teachers follow curriculum and grant requirements.
14. Provide training to new USD259 staffs and teachers.
15. Act as a resource for SCHD, KDHE and USD259 staffs, teachers and students for curriculum questions.
16. Other activities as determined necessary and appropriate for successful implement and maintenance of the PREP PROJECT
17. Notwithstanding anything to the contrary contained in this Agreement USD 259 shall not be required to provide SCHD any records that would be deemed to be student records under the Family Educational Rights and Privacy Act (20 U.S.C. 1232g).

**B. Reports:** USD259 will submit required quarterly data and narrative reports and reports of progress of the PROJECT as mutually agreed upon as described herein. Either party may publish data, writings, or material resulting from the PROJECT or use such in any way for its educational and research purposes. However, the publishing party will provide the other party, as well as the grantor agency, KDHE, a thirty (30) day period in which to approve proposed publications, identify proprietary or confidential information. The publishing party will not publish or otherwise disclose proprietary or confidential information in accordance with the procedures described in this Agreement.

### **III. SCHD RESPONSIBILITIES:**

**A. Term and Payments.** For services provided for the Project which shall extend from July 1, 2011 through June 30, 2012, with three (3) additional one-year options to renew based on continued availability of PREP grant funding from KDHE, the SCHD agrees to provide the sum not to exceed Forty Nine Thousand Three Hundred Sixty Dollars (\$ 49,360.00) as detailed in the Budget attached hereto as Exhibit A and incorporated herein by reference for payment to USD259 in contract year one. Two payments in the amount of Twenty Four Thousand Six Hundred Eighty Dollars (\$ 24,680.00) will be made within 30 days of receipt of invoice from USD259 in August, 2011 and January, 2012. The contract amount for years two, three and four will be the same as in year one (\$ 49,360.00) and will be paid in two separate payments to USD259 per invoice in August and January of each subsequent grant year. Checks must be made payable and delivered to:

Unifited School Distric 259, Sedgwick County, Kansas  
Attn: Barbara Phillips, Controller  
201 N. Water  
Wichita, KS 67202  
Tax ID# 48-6000-351

**B. Coordination.** SCHD agrees to coordinate and assist USD259 in implementing and developing the PREP Project and to provide timely updates of information, statistics and other relevant matters for successful utilization of the Program.

#### IV. TERMS AND CONDITIONS:

- A. Independent Contractor Status:** The Parties are deemed independent contractors and may not bind the other, except as provided for herein or authorized in writing by the other Party. It is understood that neither party to this Agreement is the agent of the other and neither is liable for the wrongful acts or negligence of the other. USD259 represents that it has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by USD259. SCHD agrees that USD259 shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, real or personal, directly or indirectly arising from the negligent or wrongful act of SCHD, its officers, employees, agents and volunteers. USD259 agrees that SCHD shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, real or personal, directly or indirectly arising from the negligent or wrongful act of USD259, its officers, employees, agents and volunteers. Claims against USD259 may be pursued in accordance with the provisions of the Kansas Tort Claims Act, K.S.A. 75-6101 *et seq.*
- B. Confidentiality:** Both parties may have access to private or confidential data maintained by county or State to the extent necessary to carry out its responsibilities under this contract. Both parties must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. The parties shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. USD259 must agree to return any or all data furnished by the county or State promptly at the request of county or State in whatever form it is maintained by USD259. On the termination or expiration of this contract, USD259 will not use any of such data or any material derived from the data for any purpose and, where so instructed by county or State, will destroy or render it unreadable.

SCHD and USD259 may choose, from time to time, in connection with the PROJECT, to disclose confidential information to each other ("Confidential Information"). All such disclosures must be in writing and marked as Confidential Information. For a period of three (3) years after the date of disclosure, the Parties will use reasonable efforts to prevent the disclosure to unauthorized third parties of any Confidential Information of the other Party and will use such information only for the purposes of this Agreement; provided that the receiving Party's obligations hereunder shall not apply to information that:

- (a) was part of the public domain prior to its receipt; or
- (b) becomes part of the public domain without fault of the receiving party, its employees, or its agents; or
- (c) is rightfully obtained without obligation of confidentiality from a third party having the right to disclose the information; or
- (d) is known to the recipient at the time of disclosure; or

- (e) is discovered by the recipient independently of any disclosure by the disclosing party; or
- (f) is required by order, statute, regulation, or any government authority to be disclosed to any federal or state SCHD, court or other body.

Any information that is transmitted orally or visually, in order to be protected hereunder, shall be identified as such by the disclosing party at the time of disclosure, and identified in writing to the receiving party, as Confidential Information, within thirty (30) days after such oral or visual disclosure.

In connection with the PROJECT, the Parties may collect individually identifiable health information ("Protected Health Information" as defined in 45 C.F.R. §164.501, hereinafter "PHI"), which is or may be subject to the requirements of 42 U.S.C. 1171 *et seq.* and regulations promulgated thereunder ("HIPAA"), which govern the use, disclosure, confidentiality and security of such PHI. The parties will not transmit, handle, store, maintain, destroy or otherwise use the PHI or disclose it to a third party without prior written consent, or as required by law. The Parties will make commercially reasonable efforts to protect the PHI from loss, misuse and unauthorized access, disclosure, alteration and destruction. The Parties may use the PHI, consistent with the purposes set forth in a HIPAA Authorization signed by the patient or as the patient may subsequently authorize. If the PHI is de-identified in accordance with the standards set forth at 45 C.F.R. §164.514, the Parties may use and disclose the de-identified information without restriction.

- C. Suspension/Termination:** This Agreement may be terminated by either Party, for convenience, upon a thirty (30) day advance, written notice. In the event of early termination of this Agreement, SCHD shall pay all costs accrued by USD259 as of the date of the notice of termination, including non-cancelable obligations, which shall include all non-cancelable contracts. In addition, SCHD will pay all other reasonable costs incurred by the USD259 during the time period between the notification date and the termination date, which are necessary to terminate the PROJECT. Reimbursement for incurred costs and obligations will not exceed the total amount due for the next scheduled payment set forth in the above "Term and Payment" provision at the date the written notice is received by the other party.
- D. Retention of and Access to Records:** All records prepared pursuant to this Agreement shall be retained and safeguarded for a three-year period following termination of this Agreement, and said records shall be made available to any other party to this agreement, and independent auditor retained by any other party, KDHE, or their designees. Each party shall bear the costs of storing, retrieving, and producing its records created and required to be kept under this agreement. In the event that the terms of this agreement give rise to litigation, the parties shall retain all documents arising out of the litigation, for two years following termination of the litigation and any appeal thereof.
- E. Attachments:** The parties agree the following attachments are incorporated into this Agreement as if fully set forth herein: a) Budget for PREP Project and b) Contract Attachment No. 24 incorporated into the KDHE Aid To Local Universal Contract to develop and implement the Personal Responsibility Education Program.

**F. Notices:** Shall be in writing and deemed effective when sent, postage paid to:

SCHD: Sedgwick County Health Dept.  
Attn: Director's Office  
1900 E. 9th Street  
Wichita, KS 67214

And

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

USD259: Clerk of the Board  
201 N. Water  
Wichita, KS 67202

*with a copy to Investigator:*

Sandra Hysom, MS  
201 N. Water  
Wichita, KS 67202

**G. Compliance with Law.** The Parties agree to comply with the provisions of all applicable State and Federal regulations. No waiver, amendment or modification of this Agreement shall be valid or binding unless written and signed by the Parties. Waiver by either Party of any breach or default of any clause of this Agreement by the other Party shall not operate as a waiver of any previous or future default or breach of the same or different clause of this Agreement. No waiver, amendment or modification of this Agreement shall be valid or binding unless written and signed by the Parties. If any provision of this Agreement is held void or unenforceable, the remaining provisions shall nevertheless be effective, the intent being to effectuate this Agreement to the fullest extent possible.

**H. Modifications:** Modification or amendment to this agreement shall be in writing and executed with the same formality as the original.

**IN WITNESS HEREOF**, the parties hereby execute this agreement on the day and year identified by the signatures below.

**SEDGWICK COUNTY, KANSAS**

**UNIFIED SCHOOL DISTRICT 259**

\_\_\_\_\_  
David M. Unruh, Chairman  
Commissioner, First District

\_\_\_\_\_  
John Allison

\_\_\_\_\_  
Superintendent

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

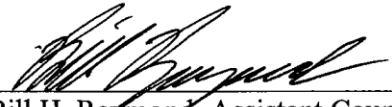
Attest:

Attest:

\_\_\_\_\_  
Kelly B. Arnold, County Clerk

\_\_\_\_\_  
Mike Willome, Clerk of the Board

**Approved as to form:**

  
\_\_\_\_\_  
Bill H. Raymond, Assistant County  
Counselor

# Budget Form

## Sedgwick County Grants and Other Funding

### Section 1: Grant Setup Information

Division: CFH  
 Department: Healthy Babies  
 Grant Period: From: 07/01/2011 To: 06/31/2012  
 Title of Grant/Program: PREP contract with USD 259

Type of Funding (check appropriate box)  
 State Grant  Other  
 Federal Grant  
 Federal/Pass-Thru State

SAP Set up information	Funds Center #	Internal Order Number	FA	Req. Creator	Req Authorizer
	38114-274	381145-12	402	Lisette Foster Lisa Avila	Lucretia Burch Bill Farney Brad Ashens
BOCC Approval Date Level I	→				
Grants Comm. Approval Date Level II & III	→				

### Section 2: Financial Information

Revenue	Commitment Item(3XXX)	Budgeted Amount
Federal	33540	49360
<b>Total</b>		<b>49360</b>

Expenditure	Commitment Item (4XXX)	Budgeted Amount
Other Prof Services	42398	49,360
<b>Total</b>		<b>49,360</b>

### Section 3: Position Management

Position Number	Name



**Contract Attachment No. 24**

**LOCAL AGENCY**                    **Sedgwick County Health Department**

**PROGRAM**                        **Personal Responsibility Education Program**

**TERM**                              **Until rescinded**

**AMOUNT**                         **Per List of Grant Awards**

The undersigned parties agree that the following provisions of Contract Attachment No. 24 are hereby incorporated into the KDHE Aid To Local Universal Contract (Universal Contract) to which it is attached and made a part thereof.

**STATE AGENCY AGREES TO:**

1.     **Make payments for the Personal Responsibility Education Program to the Local Agency as follows:**
  - a.     **Pay 25% of the fiscal year grant amount as first quarter funding on or about July 1 or upon processing of this Contract Attachment if later than July 1 of each year. If the total amount for the program period is \$2,000 or less, the entire amount will be paid on or about July 1 of each year.**
  - b.     **Pay 12.5% of the fiscal year grant amount on or about October 1 of each year.**
  - c.     **Pay 12.5% of the fiscal year grant amount, less any unexpended grant funds from prior quarters, on or about November 15, February 15, and May 15 of each year. Said payments will be made upon receipt and acceptance of quarterly Certified Expenditure Affidavit forms showing expenditures from grant and Local Agency funds and fees for services.**
  - d.     **Pay 12.5% of the fiscal year grant amount on or about January 1 and April 1 of each year. Such payments will be made after an evaluation is made to determine if grant funds previously advanced have been expended in accordance with grant objectives.**
2.     **Forward to the Local Agency on or about July 1 of each year a copy of the Notice of Grant Award Amount and Summary of Program Objectives that contains the State Fiscal Year objectives.**
3.     **Provide the Local Agency with timely updates, statistics, and other relevant information concerning teen pregnancy, STDs, and HIV.**

Effective 7/1/2011

Wednesday, August 31, 2011

**LOCAL AGENCY AGREES TO:**

4. Provide approved program models/ interventions to targeted youth populations on comprehensive sexual education inclusive of adulthood preparation subjects.
5. Submit a budget, on or about July 1 of each year outlining projected expenditures for grant funds and Local Agency funds, which is to be approved by appropriate State Agency program staff, and is hereby incorporated in this Contract Attachment and made a part hereof. Failure to submit this budget may result in the withholding of future payments by the State Agency.

**IT IS MUTUALLY AGREED THAT:**

6. Tender and acceptance of the first payment of the fiscal year shall constitute formal acceptance of the terms of the program objectives, which shall be incorporated by reference into the Universal Contract.
7. This Contract Attachment No. 24 supersedes any prior Contract Attachment No. 24.
8. Failure to comply with this Contract Attachment No. 24 may result in reduction of funds or cancellation of Contract Attachment No. 24.

Secretary: \_\_\_\_\_  
Robert Moser, MD  
Kansas Department of Health & Environment

Date: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_  
Sedgwick County Health Department

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved As To Form**



Effective 7/1/2011

**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT  
NOTICE OF GRANT AWARD AMOUNT & SUMMARY OF PROGRAM OBJECTIVES**

**PROGRAM NAME:** Personal Responsibility Education Program (#24)  
**LOCAL AGENCY NAME:** Sedgwick County Health Department  
**PROGRAM PERIOD:** July 1, 2011 - June 30, 2012  
**AMOUNT THIS PERIOD:** \$180,000

*This document is incorporated by reference into Contract Attachment No. 24. Acceptance of the first payment constitutes Local Agency's agreement to the amount of the grant, the program objectives set out below, and the terms of Contract Attachment No. 24. In addition to the general program provisions and objectives set forth in Contract Attachment No. 24, Local Agency agrees to the following Fiscal Year/Local Agency-specific requirements:*

**A. KDHE AGREES:**

1. The total grant amount for the duration of this program period shall not exceed \$180,000.
- 

**B. LOCAL AGENCY AGREES:**

1. Local Agency must account for funds received and spent that originated with State Agency. All revenues received hereunder shall be identified and reported to the Internal Revenue Service and the Kansas Department of Revenue.
2. Submit to the State Agency within fifteen (15) days after the end of each quarter of the Contract Attachment period, State Agency quarterly Program/Fiscal Reports.
3. Program activities shall adhere to the program model/ intervention structure. Significant modifications or adaptations must be submitted to State Agency for approval. Significant modification includes but is not limited to activities that redefine terms, delivery methods, theory basis, or methodology. Fidelity to model must be upheld at all times.
4. Program model/ intervention must include at least 3 of the following adulthood preparation subjects; healthy relationships, adolescent development, financial literacy, parent-child communication, education and career success and healthy life skills.
5. Local Agency must submit a request to State Agency for all staff (current and hired) to be paid from this funding. This shall be conducted in writing and include a copy of the candidates resume or curriculum vitae.
6. All Project employees must successfully complete:
  - a. Required training and certification for program model/intervention prior to the facilitation of sessions.
  - b. HIV/STD Basic Training (on-line) with a score of 80%.
  - c. HIV Prevention Counseling and Behavior Change.

7. Local Agency may not change program model/ intervention without request of State Agency personnel.
8. Local Agency must provide support services to Project Beneficiaries in the form of referrals to establish a comprehensive system of services that meet individual needs, is cultural competent, developmentally appropriate and linguistically specific.
9. Process Evaluation and Outcome Monitoring in accordance with Project needs and requirements. State Agency reserves the right to define "Project needs and requirements" as necessary. All Evaluation and Monitoring shall be reported at minimum with the quarterly report. Agency must demonstrate competency in basic data analysis, record keeping, evaluation and monitoring processes. Failure to demonstrate competency may be reprehensible, as determined by State Agency.
10. Project subject to site monitoring by State Agency. Local Agency's failure to comply is reprehensible, as determined by State Agency. State Agency defines non-compliance as an agency's inability to demonstrate Project competency as demonstrated by inadequate documentation, missed deadlines or inability to meet Project requirements.
11. Programs conducted outside of the State of Kansas and/or serving non-Kansas residents must receive prior approval from State Agency.
12. That no charges for services rendered by employees of the State of Kansas, or employees of the Local Agency who are paid through a separate contract or grant between the Local Agency and the State Agency shall be paid from this grant.
13. Local Agency shall comply with K.S.A. 65-6002 and amendments thereto by reporting as required therein on county and regional (as defined by the KDHE HIV/STD/TB Section) levels.

**C. BOTH PARTIES MUTUALLY AGREE THAT:**

1. This contract, including attachments, may be modified, extended and/or amended as necessary if such modification, extension and/or amendment is in writing and executed with the same formality as this contract.
2. This contract, at State Agency's discretion, may be cancelled or payment(s) may be denied if Local Agency fails to submit Quarterly Reports, Program/Fiscal Reports, and/or if program requirements/objectives are not met as specified in this contract.
3. All payments hereunder shall be contingent upon the receipt of adequate funding for the Personal Responsibility Education Program Grant.
4. Local Agency shall be responsible, without qualification, for meeting all terms, conditions, requirements and actions and for supplying all services described herein. Local Agency shall not subcontract any work under the contract without the express, written approval of State Agency prior to the entering said subcontract(s). Local Agency shall be totally responsible for all actions and work performed by its subcontractor(s). All terms, conditions, and requirements of this contract shall apply without qualification to each subcontractor of Local Agency. As used herein, the term "Local Agency" shall include all subcontractors hired by Local Agency.

June 16, 2011

Wednesday, August 31, 2011