

CROSSOVER YOUTH PRACTICE MODEL SERVICES AGREEMENT

by and between:

**SEDGWICK COUNTY, KANSAS
and
GEORGETOWN UNIVERSITY**

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2015 ("Agreement Date"), by and between Sedgwick County, Kansas, hereinafter referred to as "County," and Georgetown University, a private university located in Washington, DC, hereinafter referred to as "Contractor."

WHEREAS, County desires to engage Contractor to perform services regarding the Crossover Youth Practice Model, as part of Contractor's Center for Juvenile Justice Reform; 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 and Scope of Work.** Contractor will provide services to County as indicated within the Statement of Work, which is attached and incorporated into this Agreement. The parties agree that time is of the essence in Contractor's performance of this Agreement.

2. **Term.** The term of this Agreement shall be from January 1, 2016, through December 31, 2016.

3. **Termination:**

A. **Termination for Cause.** County reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Contractor to provide acceptable goods and/or services. In the event of termination of this Agreement as a result of a breach by Contractor, the County will not be liable for any fees other than payment to Contractor for goods and services rendered prior to termination and non-cancellable commitments made by Contractor to third parties on behalf of the County prior to termination; and County may, at its sole option, award an agreement for the same services to another qualified firm to provide services or the County may complete the work in-house.

B. **Termination on Other Grounds.** This Agreement may be terminated by either party upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. When this Agreement is terminated, 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. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Contractor shall be paid for work satisfactorily completed.

Contractor shall be paid for work satisfactorily completed.

4. **Compensation.** The parties agree that the total compensation from the County to the Contractor shall not exceed \$79,938.00. That total amount includes payment for all of Contractor's time, labor, equipment, supplies, and expenses, including but not limited to all travel expenses. Payments shall be made as indicated within the Payment Schedule, which is attached and incorporated herein.

Payments shall be made in the following amounts by the following dates:

- A. \$19,984.50 to be paid on or before March 31, 2016;
- B. \$19,984.50 to be paid on or before June 30, 2016;
- C. \$19,984.50 to be paid on or before September 30, 2016; and
- D. \$19,984.50 to be paid on or before December 31, 2016.

Payments shall be sent to the following address:

Sponsored Accounting Office
Georgetown University
Box 571164
Washington, DC 20057-1164

5. **Notification.** Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses contained in Appendix A, Para. 8. Such notification shall be deemed complete upon mailing.

6. **Liability Insurance.** Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and 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 require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

Workers' Compensation:

Applicable coverage per State Statutes

Employer's Liability Insurance: \$100,000.00

Commercial General Liability Insurance:

Bodily Injury:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Property Damage:

Each Occurrence \$500,000.00

Aggregate \$500,000.00

Personal Injury:

Each Occurrence \$500,000.00

General Aggregate \$500,000.00

Automobile Liability-Owned, Non-owned and Hired	
Each Occurrence Bodily Injury and Property damage	\$500,000.00
General Aggregate	\$500,000.00
Professional Liability	
If required	

7. **Indemnification.** To the extent that damages are not caused solely by the negligence of County or County's employees, Contractor shall defend, indemnify and hold harmless County and its elected and appointed officials, officers, managers, members, employees and agents, from any and all claims brought by any third-party person or entity whatsoever, arising from any act, error, or omission of Contractor in connection with Contractor's performance of this Agreement or any other agreements between the Contractor and the County entered into by reason of this Agreement. Contractor shall defend, indemnify and hold harmless County and its elected and appointed officials, officers, managers, members, employees and agents, with respect to any third-party claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of Contractor, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements. Contractor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

8. **Incorporation of Documents.** The Appendix A - General Contractual Provisions, Proposed Budget, and Statement of Work are all attached and incorporated into the Agreement.

9. **Conflict of Terms.** In the event of any conflict between the terms of this Agreement and any of the documents incorporated herein, the terms of this Agreement shall apply. In the event of any conflict between Appendix A and the Proposed Budget or Statement of Work, the terms of Appendix A shall apply.

10. **Entire Agreement.** This Agreement and the documents incorporated herein 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 shall it be of any force or effect.

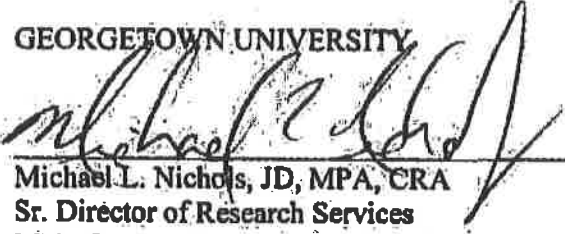
11. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

Witness our signatures the day and year first above written.

BOARD OF COUNTY COMMISSIONERS
SEDGWICK COUNTY, KANSAS

RICHARD RANZAU,
Chairman, 4th District

GEORGETOWN UNIVERSITY

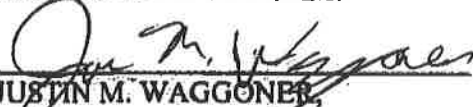


Michael L. Nichols, JD, MPA, CRA
Sr. Director of Research Services
Main Campus Research Services Center

ATTEST:

KELLY B. ARNOLD,
County Clerk

APPROVED AS TO FORM:



JUSTIN M. WAGGONER,
Assistant County Counselor

APPENDIX A- GENERAL CONTRACTUAL PROVISIONS

1. AUTHORITY TO CONTRACT.

Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

2. 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.

3. 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. 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.

4. 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.

5. 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.

6. PUBLICATION OF CONTRACT RESULTS.

A. Copyright. If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work.

B. Documentation of originality or source. All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format.

C. Publicity. Neither party shall have the right to use the other's name or symbols without prior written permission.

D. County-specific Publication. The County reserves the right to publish material and written reports based upon the data and information resulting from this contract, including but not limited to any publication regarding the County's Corrections operations. Also, the County reserves the right to allow Wichita State University, or any other third party so designated by the County, to publish material and written reports based upon the data and information resulting from this contract.

7. COMPLIANCE WITH APPLICABLE LAWS AND REQUIRED PROCEDURES.

A. Governing Law. This contract shall be interpreted under and governed by the laws of the State of Kansas.

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.

8. 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 Purchasing Office
Attn: Contract Notification
Sedgwick County Courthouse
625 N. Main, Suite 823
Wichita, KS 67203

and

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

Contractor: W. Walker Phell, CRA
Assistant Director
Office of Sponsored Programs
Georgetown University
Box 571168
Washington, DC 20057-1168

9. 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.

10. 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 System for Award Management (SAM) 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 excluded from the system 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 SAM, 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 the SAM 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.

11. Confidentiality. Contractor agrees to define "confidential information" as any information that identifies individuals and any other information identified by the County in writing as "confidential". Contractor agrees not to disclose confidential information as defined in this agreement. Furthermore, Contractor agrees to follow all applicable laws that may require that information remain confidential.

SEDGWICK COUNTY, KS

Crossover Youth Practice Model
PROPOSED BUDGET
January 1, 2016 - December 30, 2016

PERSONNEL	Base	% Time	Amount
S. Bilchik, P.I.	202,593	0.01	\$ 2,026
M. Stewart	95,950	0.03	2,879
S. Abbott	47,395	0.04	1,896
Total Salaries			6,801
Fringe Benefits @ 28.7%			1,952
Total Personnel			8,753
OTHER DIRECT COSTS			
Postage/Courier			50
Conference Calls			3,300
Travel, 9 trips @ \$1,100			9,900
Consultants:			
Consultant I, 15.5 days @ \$1,000/day (32 hours on-site, 32 hours prep for site visits, 60 hours TA)- C. Blanchette			15,500
Consultant I, 15.5 days @ \$1,000/day (32 hours on-site, 32 hours prep for site visits, 60 hours TA)- LA.Hay			15,500
E. Barnett, Data/Analysis			8,500
Wilmes, LLC, Database Mgmt			1,500
Office Space Rental			554
Total Direct Costs			63,557
Indirect @ 26% (excluding space rental)			16,381
TOTAL			\$ 79,938



Center for Juvenile Justice Reform

· working across systems of care · georgetown university · MSPP

Crossover Youth Practice Model (CYPM) Statement of Work Sedgwick Co., KS

The following statement of work describes the activities that will be performed pursuant to the contract between Georgetown University's Center for Juvenile Justice Reform (CJJR) and Sedgwick Co. KS. The activities listed below will be provided to Sedgwick Co. starting in January 2016 through December 2016.

- A four-person consultant team will be assigned to facilitate the training and implementation of the Crossover Youth Practice Model.
 - Two consultants will provide on-site training/consultation during all scheduled site visits and ongoing technical assistance through monthly conference calls.
 - One consultant will provide direct support to the CYPM workgroups as they address various implementation issues
 - One consultant will provide training and technical assistance with data collection, analysis, and report writing related to the CYPM research methodology
- Technical assistance will be provided to Sedgwick County through site visits, conference calls, and webinars which will be conducted during the contract period in the following manner:
 - Site Visits
 - Three site visits will occur during the contract period. Those meetings will be scheduled between CJJR in concert with leadership from Sedgwick Co.
 - Conference Calls
 - Monthly technical assistance calls will be conducted with the Sedgwick Co. Implementation Team, except for the months during which there will be a site visit. These calls will focus on the developmental work being done relative to implementation of the model. A routine schedule of calls will be established at the onset of engagement with the site, with additional calls taking place as needed.
 - Individualized calls will be conducted with the various workgroups to assist in areas related to information sharing, protocol development, mapping, and other CYPM related activities
 - Webinars
 - CJJR will conduct webinars throughout the contract period on issues that impact Crossover Youth at large. The topics include but are not limited to Family/Youth Engagement, Disproportionate Minority Contact, and Engaging Law Enforcement.
 - CJJR will conduct webinars and conference calls specific to the CYPM Research Methodology. Those sessions will be conducted with the Data Workgroup assembled by Sedgwick Co. leadership and will occur during

and beyond the contract time period to assist with data collection, analysis, and report writing.

- The consulting team will work in conjunction with the local CYPM Implementation Team and their key leaders to provide an ongoing assessment of the progress being made in the implementation of the phases and practice areas of the CYPM. This will be performed through:
 - Site visits;
 - Conference calls;
 - Support provided through CYPM-related tools and/or publication materials; and
 - Targeted calls to address barriers, obstacles and best practices.
- The consulting team will review and provide feedback on documentation developed by the sites, including the CYPM work plans, gap analyses and other relevant documents that will be developed such as memoranda of understanding, policies, youth/family informational brochures and protocols.
- The consulting team will develop agendas, presentation materials and summaries for all scheduled conference calls and site visits.
- CJJR will provide the site access to the CYPM Wiki website. Only available to CYPM sites, the password-protected website allows jurisdictions to access various materials related to CYPM implementation, and serves as a place for sites to view what others are doing around the country. The site also contains relevant news from the field, including announcements about available resources and other CYPM related opportunities.
- CJJR will ensure connection of the site to CYPM sites across the country for peer-to-peer mentoring opportunities. The mentoring connections will be made through direct telephone contact, exchange of documentation and materials, and other opportunities as appropriate.
 - The peer-to-peer mentoring connections will be made based on specific areas of practice the site is addressing (e.g., discussing how a site has engaged the local prosecutor in support of the joint system efforts; working with treatment providers to ensure law enforcement is not utilized as a first option for resolving placement related behavior problems consistent with public safety; engaging youth and parents as part of the implementation efforts).
- CJJR will work to ensure that where appropriate there is alignment of the Crossover Youth Practice Model with other initiatives and/or practices that are being implemented simultaneously within the CYPM sites.
- As a result of receiving technical assistance on the CYPM, Sedgwick Co. will be prepared to implement the model in their jurisdiction. Expected system and case practice level outcomes include:
 - Timely identification of youth who have crossed over from current involvement with the child welfare system to contact with the juvenile justice system;

- Increased system collaboration on identified crossover youth cases;
- Increased inter-agency information sharing; and
- Increased use of a coordinated case assessment, planning and management process for crossover cases.