

FUNDING AGREEMENT

by and between
SEDGWICK COUNTY, KANSAS
and
CHILD ADVOCACY CENTER OF SEDGWICK COUNTY, INC.

This Agreement is made and entered into this ____ day of _____, 2018, by and between Sedgwick County, Kansas ("County") and the Child Advocacy Center of Sedgwick County, Inc. a Kansas not-for-profit corporation ("CAC" or "Contractor").

WITNESSETH:

WHEREAS, County wishes to make available certain services, namely to victims to child abuse, to residents of Sedgwick County, Kansas; and

WHEREAS, CAC offers a multi-disciplinary approach to providing services to victims of child abuse and their families, designed to be sensitive to each child's needs; and

WHEREAS, County wishes to provide funding to CAC to aid in its mission to provide services to victims of child abuse, as hereinafter described.

NOW, THEREFORE, in consideration of the promises and mutual agreements hereinafter contained, County and CAC hereby agree as follows:

1. **Purpose.** The sole purpose of this Agreement is to define the financial relationship between County and CAC as it relates to funding of CAC's mission to reduce trauma to child abuse victims and their families.
2. **Term.** The term of this Agreement shall commence on the date first written above and shall end on December 31, 2018.
3. **Services.** CAC shall do, perform, and carry out implementation of those services set forth in Appendix B (Purpose and Objectives), which is attached hereto and incorporated as if full set forth herein.
4. **County Funding and Reports.** In exchange for CAC's performance of the services and programs specified in Appendix B, County agrees to provide the following funding to CAC in County fiscal year 2018: not to exceed TWO HUNDRED FIVE THOUSAND DOLLARS AND NO CENTS (\$205,000.00).

Funding shall be distributed in four (4) quarterly payments of FIFTY-ONE THOUSAND TWO HUNDRED FIFTY DOLLARS AND NO CENTS (\$51,250.00). Payment shall be made during the first month of each calendar quarter after receipt of quarterly invoice and reports.

Prior to any distribution of funding, CAC shall furnish to County, in such form as County may require, such statements, records, reports, data, and information as County may request pertaining to matters covered by this Agreement. CAC shall furnish this information no later than the fifteenth (15th) day of the month following each calendar quarter.

County reserves the right to withhold any quarterly payment if County believes that CAC is not spending such County funding in the manner dictated by this Agreement.

5. **Incorporation of Documents.** Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment), Appendix B (Purpose and Objectives) and Appendix C (Budget) are attached hereto and are made a part hereof as if fully set forth herein.

[remainder of this page intentionally left blank]

General Terms and Conditions

1. Contractual Relationship. It is agreed that the legal relationship between CAC and County is of a contractual nature. Both parties assert and believe that CAC is acting as an independent contractor in providing the services and programs required by County hereunder. CAC is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, CAC, or employees of CAC, will not be within the protection or coverage of County's worker's compensation insurance, nor shall CAC, or employees of CAC, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for the withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to CAC.

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

3. Notification. Notifications required pursuant to this Agreement shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: COMCARE of Sedgwick County
Attn: Joan Tammany, Executive Director
271 W. 3rd Street N.
Wichita, Kansas 67202

and

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

CAC: Child Advocacy Center of Sedgwick County
Attn: Diana Schunn, Executive Director
1211 S. Emporia Street
Wichita, Kansas 67211

4. Termination

A. For Cause. In the event of any breach of the terms or conditions of this Agreement by CAC, or in the event of any proceedings by or against CAC in bankruptcy or insolvency or for appointment of receiver or trustee or any general assignment for the benefit of creditors, County may, in addition to any other remedy provided it by law or in equity or other right reserved to it elsewhere in this Agreement, without any liability to CAC on account thereof, by written notice, terminate immediately all or any part of this Agreement and CAC shall be liable to pay to County any excess cost or other damages caused by CAC as a result thereof.

B. **For Convenience.** County shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, CAC shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible. In such event, County shall allow full credit to CAC for the grant share of the non-cancelable obligations properly incurred by CAC prior to termination.

C. **Due to Reduction in Funds.** It is understood that funding may cease or be reduced at any time. In the event that adequate funds are not available to meet the obligations hereunder, either party reserves the right to terminate this Agreement upon thirty (30) days' written notice.

5. **Complete 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.

6. **Assignment.** Neither this Agreement 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. Any attempted assignment without such consent shall be null and void.

7. **Amendments.** Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

8. **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.

9. **Nondiscrimination and Workplace Safety.** CAC agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement.

10. **Retention of Records.** Unless otherwise specified in this Agreement, CAC agrees to preserve and make available to County at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

11. **Inspection/Audit of Facilities and Records of CAC.** County shall have the right of inspection of CAC's facilities and records at any time during CAC's regular business hours, and at any other time provided that County gives CAC twenty-four (24) hours' notice of its intent to inspect. This right of inspection shall include the right to monitor and inspect CAC's programs as well as the right to inspect all books containing any type of participant data or financial documentation relating to funding provided by County.

CAC shall annually submit to County appropriate financial documentation and/or records audited concerning use of County's funds. It is understood at the time of the signing of this Agreement that CAC's financial matter are currently, and will remain so during all times relevant to this Agreement, audited annually by a firm of certified public accounts pursuant to a policy established by CAC's governing body.

12. Open to the Public. All services and programs rendered by CAC that are funded by County funds shall be open to the general public.

13. Signs/Decals. CAC agrees to allow County, upon County's request, to place sign(s) and/or decal(s) on CAC's premises (e.g., at the front entrance to the facility, vehicle doors, etc.). Said locations shall be mutually agreed upon in advance by the parties hereto. Said sign(s) and/or decal(s) shall state: "A portion of the funding for this program is provided by the Board of County Commissioners," or similar agreed-upon language evidencing County's contributions to CAC's operations.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by signature of their duly authorized officers the day and year first above written.

SEDGWICK COUNTY, KANSAS:

CHILD ADVOCACY CENTER OF SEDGWICK COUNTY, INC.

David T. Dennis, Chairman
Commissioner, Third District

Jessica Suhr
Jessica Suhr, Board President

APPROVED AS TO FORM ONLY:

M. Fessinger
Michael L. Fessinger
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

APPENDIX A
SEDGWICK COUNTY MANDATORY CONTRACTUAL PROVISIONS ATTACHMENT

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

"The Provisions found in the Sedgwick County Mandatory Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof. In the event of conflict between the provisions of this Agreement and the Sedgwick County Mandatory Contractual Provisions Attachment, the terms of the Sedgwick County Mandatory Contractual Provisions Attachment will control."

The parties agree that the following provisions are hereby incorporated into the Agreement to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to Contractor at least thirty (30) days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to Contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to Contractor at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the Contractor.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify any contractor beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. Contractor waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of the Contractor thereby represents that such person is duly authorized by the Contractor to execute this Agreement on behalf of the Contractor and that the Contractor agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. Contractor shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the Contractor a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the Contractor.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), Contractor shall bear the risk of any loss or damage to any personal property to which Contractor holds title.
10. **Conflict of Interest:** Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, Contractor shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.

11. **Confidentiality.** Contractor may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. Contractor must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. Contractor 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 Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. Contractor must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by Contractor. Upon the termination or expiration of this Agreement, Contractor shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **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 all 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.
13. **Anti-Discrimination Clause.** Contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans with Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs and activities; (b) to include in all solicitations or advertisements for employees the phrase "equal opportunity employer;" (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the Contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the Contractor has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County's fiscal year.

14. **Suspension/Debarment.** 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 the County in relation to this Agreement prohibits the 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 the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. 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, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** Contractor agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); the Genetic Information Nondiscrimination Act of 2008 ("GINA"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as "HIPAA"), to the extent that the Contractor uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, Contractor may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** Contractor shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, Contractor is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

APPENDIX B

PURPOSE AND OBJECTIVES

MANAGEMENT PLAN

The Board of Directors spent time at the 2016 Annual Board meeting focusing on the development of a strategic plan covering 2016-2020. The Strategic Plan is reviewed quarterly by the BOD. Categories include:

1. Meeting operational and service needs in the new facility: developing a plan to address staffing needs, develop a financial plan that focuses on self-sustainment, and explore needed services to be added over 4 years.
2. Building capacity and structure for Board and Volunteer enhancement: board development and recruitment, volunteer recruitment and strategies for effective use of volunteers.
3. Build awareness of child abuse and inform the community of the impact of the CAC model: create an organizational promotion plan to enhance awareness and support, create a strategic communications plan to include all constituents, and develop educational programs that address the needs of the region.

NEEDS ASSESSMENT

Wichita State University (WSU) Center for Community Support and Research (CCSR) was retained to assist in the strategic planning process. The process was implemented in three phases including an initial survey, which was used to generate a more focused Strategic Idea Survey with the final phase including a presentation of the findings. "Completed" indicates that a system or process has been implemented and is currently being used to meet the need.

The top short term priorities identified included:

- Expanding services to help victims of sexual exploitation – Complete/Ongoing
- Advocacy presence within EMCU -- Completed
- Having everyone involved at the onset of a child being interviewed – In progress
- Provide for accountability measures at every level – Completed
- Create a county-wide program for the investigation of child sexual abuse – Completed
- Coordinate services between all providers – Completed
- Oversee the process of intervention, care, prosecution, monitoring and follow-up – Completed

Long term priorities identified include:

- Educating parents on their role in the recovery of a child who has been sexually abused – Completed
- Include parents/caregivers in the therapeutic process – Completed
- Enhance the focus on services not just prosecution – Completed
- Continue building a strong advocacy voice in the community
- Help parents to more efficiently navigate the system – Completed
- Provide families with a contact person to coordinate, answer questions & follow-up – Completed
- Create a strong resource and referral system – Completed and ongoing
- Increase teambuilding with the prosecution, LE and social workers – Completed

The CACSC will focus on ways to address the following:

- Advocacy presence within EMCU space – Completed

- Help parents to more efficiently navigate the system – Completed
- Having everyone involved at the onset of a child being interviewed – Completed/ongoing
- Improve collaboration between multiple government and private agencies – Completed

GOALS AND OUTCOME MEASUREMENTS FOR 2018

Goal 1: Comprehensive advocacy services are available for children and non-offending family members/caregivers when reporting abuse.

- **Objective:** Children are provided a safe and supportive environment when working with the criminal justice system regarding the abuse experienced
- **Activity:** Utilize both annual and quarterly evaluation tools to monitor and measure program outcomes.
 - **Measurement #1a:** At least 85% of families seen by the Child Family Advocate will be referred for additional services, as measured by a referral tracking spreadsheet.
 - **Measurement #1b:** At least 40% of those referred for mental health services will access those services, as measured by a referral tracking spreadsheet.
 - **Measurement #1c:** MDT meetings will have core team members/representatives participating at least 90% of the time.
 - **Measurement #1d:** At least 75% of MDT members will report they agree that communication among members has improved since implementation of the MDT, as measured by an annual survey.

Goal 2: Peer Review process will be implemented and evaluated.

- **Objective:** Multidisciplinary team will have a peer review and feedback process in place.
- **Activity:** Forensic interviews will be peer reviewed and feedback is gathered and utilized to implement change.
 - **Measurement #2a:** 75% of the interviewers will indicate they feel the peer review process has offered helpful feedback for them in their work.
 - **Measurement #2b:** 85% of the interviewers will indicate they feel that children and families benefit by cases being peer reviewed.

Goal 3: The CACSC will have the capacity to work effectively in Sedgwick County.

- **Objective:** Funding to support the CACSC will be identified.
- **Activity:** The Board of Directors and the staff of the CACSC will host a fundraising event.
- **Activity:** Applications for multiple funding sources for the CACSC will be researched.
 - **Measurement #3a:** One signature fundraising event will be held by December 2018 to support the CACSC.
- **Measurement #3b:** Applications will be made to a minimum of three funding sources by October 2018.

APPENDIX C
CAC 2018 BUDGET

EXPENDITURE – Staffing Grant	AMOUNT
Personnel	\$83,000
Payroll Taxes	\$7,500
Fringe Benefits	\$22,000
Travel/Training	\$600
Other	\$6,900
Total	\$120,000

EXPENDITURE – Facility Service Grant	AMOUNT
Utilities	\$43,000
Building Maintenance and Repairs	\$14,000
Building Insurance	\$27,000
Other Building Related Expenditures	\$1,000
Total	\$85,000