KANSAS STATE UNIVERSITY | Division of Financial Services
Operations

# MEMORANDUM OF AGREEMENT

This Agreement is entered into as of August 1, 2021 at Manhattan, Kansas between Kansas State University on behalf of Lafene Health Center, Counseling and Psychological Services, Manhattan, Kansas and Manhattan Mental Health Services, LLC, 1623 Poyntz Ave., Manhattan, KS.
The purpose of this agreement is to outline and describe the responsibilities to be assumed by the contracting parties in connection with the professional supervision of psychology interns.

**Part 1. Duration:**

This agreement is for the period of one year with the option of renewal.

**Part 2. The Parties Agree That:**

Terms & conditions as outlined: The professional supervision of 2 interns in Health Service Psychology employed at Kansas State University, Lafene Health Center, Counseling and Psychological Services. This will consist of 4 hours weekly individual supervision and duties surrounding supervision per employee at the rate of $150.00 per hour. The contractor will provide the said above professional supervision with flexibility for scheduling variances. Payment to be made upon the receipt of invoices on a monthly basis. Termination for convenience for whatever reason may take place when providing at least 30 days prior notice to the termination date. Termination for cause may occur without notice if the contractor fails to make delivery of services stated.

Responsibilities of the Contractor

A) Contractor will provide: 4 hours weekly individual supervision and duties surrounding supervision per employee at the rate of $150.00 per hour.
B) Who is the primary contact person for contractor? Include e-mail & phone number:
Kathryn Tolle or Chaz Mailey
manhattanmhs@att.net 785-537-6051

Responsibilities of State/University/Dept.

A) Department will make payment upon the receipt of invoices on a monthly basis.
B) Who is the primary contact person for department? Include e-mail & phone number
Donna Smith
donnaksmith@ksu.edu 785-532-6927

This agreement is made for the benefit of the parties only, and no other person or entity shall have the right to enforce the terms hereof. Neither party shall assign its rights or obligations hereunder without expressed written consent of the other party. This agreement represents the entire understanding of the parties and supersedes all previous communications, drafts, addenda, agreements, and memoranda. This agreement may be modified upon mutual written agreement of the parties. The relationship of the parties is that of independent contractors.

**Part 3. Payment:**

Payments to be made upon receipt of invoices.

**Part 4. Termination:**

Termination for Cause: Either party may terminate this contract, or any part of this contract, for cause under any one of the following circumstances:

1. the Contractor fails to make delivery of goods or services as specified in this contract; or

2. the Contractor fails to perform any of the provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms.

K-State shall provide Contractor with written notice of the conditions endangering performance. If the Contractor fails to remedy the conditions within ten (10) days from the receipt of the notice (or such longer period as the University may authorize in writing), K-State shall issue the Contractor an order to stop work immediately. Receipt of the notice shall be presumed to have occurred within three (3) days of the date of the notice

Termination for Convenience: Either party may terminate performance of work under this contract in whole or in part whenever, for any reason, the parties shall determine that the termination is in the best interest of the University. In the event that either party elects to terminate this contract pursuant to this provision, written notice shall be provided at least thirty (30) days prior to the termination date. The termination shall be effective as of the date specified in the notice.

**Part 5. Contractual Provisions Attachment:**

The provisions found in Contractual Provisions Attachment (form KSU-146a), which is attached, are incorporated in this contract and made a part of the agreement.

The parties have signed this agreement as of the day and year first above written.

Manhatan Mental Health Services, LLC
1623 Poyntz Ave.
Manhattan, KS 66502

Signature

Co-Owner
Title

7/23/2021
Date

KANSAS STATE UNIVERSITY
Lafene Health Center, Counseling and Psychological Services
1105 Sunset Ave.
Manhattan, KS 66502

Department Head

7/22/21
Date

Cathy Oehm
Director of Purchasing

07/29/2021
Date

(rev. 08/2020)

**NOTE: ALL MOA's MUST BE SUBMITTED TO OFFICE OF GENERAL COUNSEL FOR REVIEW AND APPROVAL. Complete OGC Checklist and submit to attys@ksu.edu**

## CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to and specifically incorporated in all contractual agreements by adding the following statement to the main body of the contract: "The Provisions found in Contractual Provisions Attachment (Form KSU-146a, Rev. 7-20), which is attached hereto, are hereby incorporated in this contract and made a part hereof."

1. **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 the contract (including, without limitation, all other attachments) in which this attachment is incorporated. Any terms that conflict with or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue**: All matters arising out of or related to this contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit arising out of or related to this contract shall reside only in courts located in the State of Kansas.
3. **Disclaimer Of Liability**: No provision of this contract will be given effect that attempts to require Kansas State University or any of its controlled corporations (collectively "University") to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The terms, conditions, and limitations of liability of the State of Kansas, the University, and their employees are exclusively defined under the Kansas Tort Claims Act (K.S.A. 75-6101, et seq.).
4. **Arbitration, Damages, Warranties**: No interpretation of this contract shall find that the University has agreed to binding arbitration, or the payment of damages or penalties. Further, the University does not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages or rights of action available to the University at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
5. **Termination Due To Lack Of Funding Appropriation**: If sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, the University may terminate this agreement at the end of its current fiscal year. The University agrees to give written notice of termination to contractor at least 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 in this contract, except that such notice shall not be required prior to 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 under any contract for which it has not been paid. The University will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by the University, title to any such equipment shall revert to Contractor at the end of the University's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
6. **Responsibility For Taxes**: The University shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
7. **Insurance**: The University shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require the University to establish a "self-insurance" fund to protect against any such loss or damage.
8. **Acceptance Of Contract**: This contract shall not be considered accepted, approved or otherwise effective until the required approvals and certifications have been given, including, but not limited to, the signature of an authorized representative of the University as defined in the University Contracts Policy: https://www.k-state.edu/policies/ppm/3000/3070.html.
9. **Authority To Contract**: By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
10. **Export Control**: Prior to providing University with any items under this contract that are subject to export controls regulations, including items controlled under the International Traffic in Arms Regulations (ITAR), 22 C.F.R. §§ 120-130, or the Export Administration Regulations (EAR), 15 C.F.R. §§ 730-774, Contractor will notify University and identify the export controlled items at issue and the applicable categories and subcategories of the United States Munitions List and/or Export Control Classification Number(s). University reserves to right to decline to accept any items or information controlled under ITAR or EAR. Contractor will direct all notices under this section to the appropriate University contact as follows: comply@k-state.edu.
11. **Privacy of Student Records**: Contractor understands that the University is subject to FERPA (Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g). To the extent Contractor possesses any education records of University's students under this contract, Contractor is deemed to be a school official with a legitimate educational interest in the records and Contractor agrees to comply with FERPA and its regulations. Contractor specifically agrees that it shall use personally identifiable education records only for purposes related to this contract, and shall not disclose such records to any third party without authorization from the University. Contractor shall promptly report to the University any request for, or improper disclosure of, University student educational records.
12. **Anti-Discrimination Clause**: Contractor agrees to comply with all applicable state and federal anti-discrimination laws. When requested by University, Contractor shall cooperate with University in meeting obligations under University's own policies and procedures, including but not limited to the University's anti- discrimination policy: http://www.k-state.edu/policies/ppm/3000/3010.html. Contractor specifically acknowledges that its employees on campus and/or participating in University programs or activities have reviewed, understand, and will comply with University's anti-discrimination policy and its reporting website at https://www.k- state.edu/report/. Contractor also 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 or 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 or if it is determined that the contractor has violated applicable provisions of ADA, such violation(s) shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the University.
13. **Information/Confidentiality**: As a state agency, the University's contracts and prices paid for goods and services are generally public records, and therefore no provision of this contract shall restrict the University's ability to produce this contract in response to a lawful request or from otherwise complying with the Kansas Open Records Act (K.S.A. 45-215, et seq.). Moreover, no provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101, et seq.
14. **The Eleventh Amendment**: The Eleventh Amendment is an inherent and incumbent protection of the State of Kansas and need not be reserved, but prudence requires the University to reiterate that nothing in or related to this contract shall be deemed a waiver of the Eleventh Amendment.
15. **Campaign Contributions / Lobbying**: Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.
16. **Facility Access:** To the extent Contractor is required to be on the University's premises in the performance of any contract, Contractor and its representatives will adhere to the University's policies and procedures, and will use commercially reasonable efforts not to interfere with the University's regular operations. Contractor further agrees, upon request, to include the University as an additional insured on its general liability insurance policy on a primary and non- contributory basis, with such policy to provide continuous coverage for at least a period of two years after the end of the contract and such policy is not be cancelled without 30 day prior notice to the University and another general liability insurance policy in place prior to the termination of the existing policy. The Contractor shall also provide the University with a certificate of insurance within five business days upon request.
17. **Electronic Signature:** The parties agree that the contract may be signed with electronic signatures. If an electronic signature is used, the parties agree that it is the legally binding equivalent to the signing party's handwritten signature. Whenever either party executes an electronic signature on the contract, it has the same validity and meaning as a handwritten signature. The parties agree that neither party will, at any time in the future, repudiate the meaning of an electronic signature or claim that an electronic signature is not legally binding.
18. **No Endorsement**. Contractor agrees it will not use or display the name, marks, or images of the University to advertise and/or endorse its enterprises or products, or for any other purpose without the prior written approval of the University.

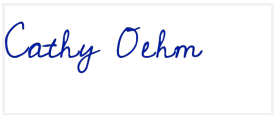
citrix | RightSignature

# SIGNATURE CERTIFICATE

**REFERENCE NUMBER**
C34DB841-7F91-45D0-BB0D-79144940B152

| TRANSACTION DETAILS | DOCUMENT DETAILS |
|---|---|
| **Reference Number**<br>C34DB841-7F91-45D0-BB0D-79144940B152 | **Document Name**<br>41197 Moa Mmhs |
| **Transaction Type**<br>Signature Request | **Filename**<br>41197_moa_mmhs.pdf |
| **Sent At**<br>07/27/2021 16:09 CDT | **Pages**<br>4 pages |
| **Executed At**<br>07/29/2021 11:45 CDT | **Content Type**<br>application/pdf |
| **Identity Method**<br>email | **File Size**<br>5.38 MB |
| **Distribution Method**<br>email | **Original Checksum**<br>989d150762cd80bf89a14d674c1e10ac95d48ee07e1e2300fa8a0964edc3af6a |
| **Signed Checksum**<br>5a93d8749c48a6175e139a5b6bb03178c314f844425a1e39d27007d9a668e196 | |
| **Signer Sequencing**<br>Disabled | |
| **Document Passcode**<br>Disabled | |

# SIGNERS

| SIGNER | E-SIGNATURE | EVENTS |
|---|---|---|
| **Name**<br>Cathy Oehm | **Status**<br>signed | **Viewed At**<br>07/29/2021 11:44 CDT |
| **Email**<br>cathyo@ksu.edu | **Multi-factor Digital Fingerprint Checksum**<br>a2428e66d5fd04b0dd54881483d808f0bc092a01a87025d93e4acd1183f64f60 | **Identity Authenticated At**<br>07/29/2021 11:45 CDT |
| **Components**<br>2 | **IP Address**<br>107.137.38.44 | **Signed At**<br>07/29/2021 11:45 CDT |
| | **Device**<br>Chrome via Windows | |
| | **Typed Signature**<br> | |
| | **Signature Reference ID**<br>3B0F9CD7 | |

# AUDITS

| TIMESTAMP | AUDIT |
|---|---|
| 07/27/2021 16:09 CDT | Kristin Copeland (kcopeland@ksu.edu) created document '41197_moa_mmhs.pdf' on Firefox via Windows from 129.130.19.148. |
| 07/27/2021 16:09 CDT | Cathy Oehm (cathyo@ksu.edu) was emailed a link to sign. |
| 07/27/2021 16:09 CDT | Kristin Copeland (kcopeland@ksu.edu) shared document '41197_moa_mmhs.pdf' on Firefox via Windows from 129.130.19.148. |
| 07/29/2021 09:15 CDT | Cathy Oehm (cathyo@ksu.edu) was emailed a reminder. |
| 07/29/2021 11:44 CDT | Cathy Oehm (cathyo@ksu.edu) viewed the document on Chrome via Windows from 107.137.38.44. |
| 07/29/2021 11:45 CDT | Cathy Oehm (cathyo@ksu.edu) authenticated via email on Chrome via Windows from 107.137.38.44. |
| 07/29/2021 11:45 CDT | |

Cathy Oehm (cathyo@ksu.edu) signed the document on Chrome via Windows from 107.137.38.44.