

INTER-GOVERNMENTAL CONTRACT FOR SERVICES

This contract is entered into this _____ day of _____, 2015, between the Office of Administrative Hearings (OAH), 1020 S. Kansas Avenue, Topeka, Kansas 66612, and the Local Government of _____ County, Kansas (County).

WHEREAS, the County is obligated by law to pay the expense of certain administrative proceedings involving persons civilly committed pursuant to K.S.A. 59-29a01 *et seq.*;

WHEREAS, such proceedings are required by law to be conducted by OAH and OAH is authorized to contract with any governmental entity,

WHEREAS, these parties desire to delineate particular terms of their duties to one another regarding the provision of these administrative proceedings;

NOW THEREFORE, the parties agree as follows:

1. In exchange for compensation the County provides per this agreement to OAH, OAH will provide, on a case-to-case basis, administrative hearing services for appeals of final agency determinations filed by residents of Larned State Hospital (LSH) pursuant to K.S.A. 59-29a22 for which the County is the place where the appellant was determined to be a sexually violent predator under K.S.A. 59-29a01 *et seq.* Administrative hearing services includes: assigning a presiding officer for the proceedings; processing requests for hearings; receiving the LSH record of action taken or proposed; scheduling hearings; giving the parties notice of the hearing; controlling and conducting prehearing procedures; making, preparing, and mailing initial orders; controlling and conducting necessary or requested post-hearing procedures; and, returning the official agency record upon completion of these services. The Director of OAH is the primary point of contact for OAH services utilized. Presiding officers will be assigned by the Director of OAH.

2. The County agrees to pay for the services provided by OAH at the rate of \$100.00 per hour for the time the assigned OAH presiding officer spends on each case, plus direct hearing costs that the presiding officer deems necessary in the sole interest of Due Process for each given case referred. "Direct hearing costs" shall mean the expense of court reporters, language interpreters, security, and travel costs for presiding officers when such expenses are deemed necessary by OAH to provide fair hearings that are in conformity with the Kansas Administrative Procedure Act, K.S.A. 77-501 *et seq.* Only these specified direct hearing costs will be charged separately to the County while all other hearing costs attributable to the County are reimbursed as part of the OAH presiding officer's hourly rate. All billed time will be recorded per the involvement of OAH presiding officers, will be charged in quarter-hour increments, and the minimum charge will be for a quarter-hour per case. The County agrees to pay for the services and expenses within 30 days of receipt of periodic billings to be made by OAH.

3. For billing purposes, OAH shall direct its invoices for amounts payable by the County under this agreement to the following County official and mailing address: _____

4. Upon request of the County, but no more frequently than once per month, OAH will provide the County with a status report of any and all costs for administrative hearing services for which the County is responsible under the terms of this agreement. County inquiries may be directed to the OAH Office Manager via phone at (785) 296-2433 or the OAH mailing address identified *infra*.

5. The County understands and accepts that it is not a party to any administrative proceeding conducted within the scope of this agreement and that OAH will independently and impartially perform its responsibilities imposed by K.S.A. 59-29a01 *et seq.*, by the Kansas Administrative Procedure Act, and by other legal authority specific to OAH. The County further understands and accepts that OAH will perform duties within the scope of this agreement according to relevant protocols, policies, regulations, and laws administered by the Kansas Department for Aging and Disability Services, the agency which oversees Larned State Hospital and its program for persons committed as sexually violent predators.

6. This contract is effective when signed by the signatories set forth below. It will cover services provided thereafter. This contract is effective from that date through June 30, 2016.

7. This contract may be terminated at any time by written notice by any party.

8. No amendments to this contract shall be effective unless executed in writing and signed by the parties hereto.

IN WITNESS HEREOF, the parties have executed this Agreement by their duly authorized representatives on the dates identified by their signatures below.

Board of Commissioners, _____ County, Kansas

Chair of Commission, or designee

Date

Attesting Staff

Office of Administrative Hearings

Bob L. Corkins, Director

Date