

CONSULTING AGREEMENT

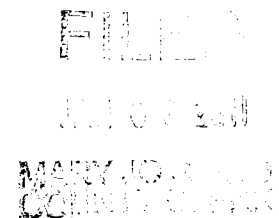
THIS AGREEMENT entered into this 7 day of January, 2010, by and between Jackson County, Missouri, hereinafter referred to as "County," and **CYPRESS RESEARCH ASSOCIATES**, 5527 Oak Street, Kansas City, Missouri, 64113, hereinafter referred to as "Organization".

WHEREAS, in cooperation the County has determined that an evaluation of the County's Mental Toughness Group program should be performed to help measure progress toward stated objectives; and,

WHEREAS, Organization has presented a proposal to provide an evaluation of the process and measured outcomes of the Mental Toughness Group program, a copy of which attached hereto as **Exhibit A** and incorporated herein by reference.

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, the County and the Organization respectively promise, covenant and agree with each other as follows:

1. **Services**. The Organization agrees to provide evaluation services and final report as set forth in the Proposal submitted by Organization attached hereto as Exhibit A.
2. **Payment**. The County shall pay Organization a fee of \$5,000.00. Payment of fifty (50) percent, or \$2,500.00 shall be made upon the execution of the Agreement with the remaining payment of \$2,500.00 due upon submission of the Organization's invoice upon completion of the evaluation.
3. **Expenses**. Organization shall be responsible for all the expenses of its work under this Agreement.



4. **Terms.** This Agreement shall be effective as of November 22, 2010, and terminate December 31, 2010.

5. **Compliance.** Organization agrees that it will at all times comply with all conditions of this Agreement and will utilize County's funds solely in connection with this Agreement and Exhibit A. No payment shall be made if Organization is out of compliance on any other County contract or County ordinance.

6. **Audit.** Organization agrees that all funds and expenses invoiced under this Agreement shall be subject to audit by the County.

7. **Assignability.** Organization shall not assign the performance of any services to be provided under this Agreement without the written consent of the County.

8. **Liability and Indemnification.** No party to this Agreement shall assume any liability for the acts of any other party to this Agreement, its officers or employees and Organization shall indemnify, defend and hold County harmless from any and all claims, liabilities, damages, and costs, including reasonable attorney's fees directly related thereto, and including but not limited to violation of civil rights and/or bodily injury to or death of any person and for damage to or destruction of property if and to the extent caused by the negligence, willful misconduct or omissions of Organization during the performance of this Agreement.

9. **Default and Termination.** If Organization shall default in the performance or observation of any term, or condition of this Agreement, the County shall give Organization written notice setting forth the default. If said default shall continue by Organization for 10 days after receipt of the notice, the County may at its election terminate

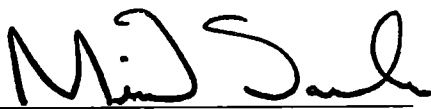
the contract and withhold any payments not yet made to Organization. Said election shall not in any way limit the County's rights to seek other legal redress and this Agreement may be terminated by the County upon thirty (30) days written notice.

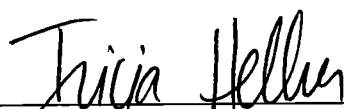
10. **Conflict of Interest.** The Organization expressly warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits and emoluments of this Agreement with the knowledge of the Organization.

11. **Incorporation.** This Agreement and the attached Exhibit A incorporate the entire understanding and agreement of the parties, provided that should there be a conflict between a provision of the Agreement and a provision of Exhibit A, the provision of this Agreement shall govern.

JACKSON COUNTY, MISSOURI

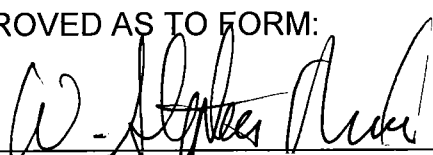
CYPRESS RESEARCH ASSOCIATES

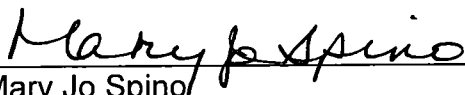
By: 
Mike D. Sanders
County Executive

By: 
Title: CEO
Federal I.D. No. 02-0676433

APPROVED AS TO FORM:

ATTEST:

By: 
W. Stephen Nixon
COUNTY COUNSELOR

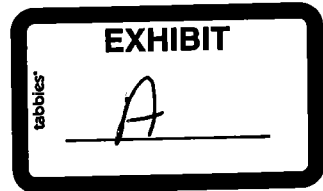
By: 
Mary Jo Spino
Clerk of the County Legislature

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasure to the credit of the fund from which payment is to be made, each sufficient to meet the obligation of \$5,000.00 which is hereby authorized.

January 6, 2011
Date

[Signature]
Director of the Department of Finance
Account No. 008-4154 6080
4154200005



CYPRESS RESEARCH ASSOCIATES

Date: November 10, 2010
Submitted by: Tricla Hellmer, M.A.
5527 Oak Street
Kansas City, MO 64113
816.361.6596
816.326.9002 (fax)
thellmer@cypressresearch.com
Subject: Mental Toughness Group Evaluation Proposal

PROGRAM BACKGROUND

Cypress Research Associates proposes to conduct an evaluation of the Jackson County Drug Court's Mental Toughness Group. The overall goal of the mental toughness group is to encourage successful completion of drug court requirements through team building and counseling (both group and individual counseling). The Mental Toughness Group is designed for people ages 17-24 who are close to being terminated because of one or more of the following reasons:

- Individual is not employed
Individual has not complied with drug testing requirements OR individual has failed a drug test
Individual has not attended required counseling sessions

The Mental Toughness Group is designed for 12-14 people and lasts 10-12 weeks. The first group of participants began the program on September 1st, 2010. Following are components of the program:

- Group counseling (2 times a week)
Individual counseling
Class (1 time a week)
Team building social activities (1 time a week)
Drug Court team building/accountability exercise in front of their peers (1 time a week)
Random drug testing

PURPOSE OF RESEARCH & METHODS

An evaluation will be conducted which will include both process and outcome measures of the Mental Toughness Group. Surveys and/or interviews will be conducted with the 12 individuals currently participating in the Mental Toughness Group. Following are initial research questions: (These questions will be expanded upon with the assistance of the program oversight committee).

- How compliant are participants in completing program requirements?
Are participants employed and drug-free?
What are the strengths/weaknesses of the team building approach?
How effective are the group counseling and individual counseling sessions?
What are participants learning from the weekly class?

BUDGET

The total proposed project budget is \$5,000. Cypress Research Associates, LLC requests payment of 50% of the budget at the beginning of the project, and the remainder upon project completion.