

TEEN OUTREACH PROGRAM® (TOP®)
TOP® PROVIDER AGREEMENT

This TOP® PROVIDER AGREEMENT is made as of October 2, 2015 between Wyman Center, Inc., (“Wyman”) and Columbia/Boone County Public Health and Human Services (“City”).

The City has a contract with Missouri Department of Health and Senior Services to provide Adolescent Health by using the Teen Outreach Program (TOP®) hereinafter “TOP®”.

Wyman and City agree as follows:

1. Wyman wishes to provide additional funding for a pilot project that is to implement a tobacco control and substance abuse curriculum supplement that builds on TOP® and the City is willing to accept the additional funding to supplement the curriculum of the above contract.
2. Payments by Wyman
Wyman agrees to pay City, subject to the terms and provisions of this Agreement. Wyman will pay \$2,325 to City as follows:
 - a. 50%, or \$1,162.50, upon full execution of this Agreement.
 - b. 25%, or \$581.25, on February 1, 2016, based upon meeting City Obligations, set forth in section 3 below.
 - c. 25%, or \$581.25, on May 1, 2016, based upon meeting City Obligations, set forth in section 3 below.
3. City Obligations
 - a. . All obligations of the City under this Agreement which require the expenditure of funds are conditional upon the availability of funds budgeted and appropriated for that purpose. The goal of the pilot project is to implement a tobacco control and substance abuse curriculum supplement that builds on TOP®’s proven youth development approach and increases knowledge, changes attitudes, and engages youth activists around tobacco control and substance abuse. The curriculum supplement is comprised of seven core topical lessons on tobacco and substance abuse and four lessons on Community Service Learning (CSL) designed to strengthen participant knowledge about tobacco, change youth attitudes about tobacco use, and engage youth as tobacco control activists. Wyman and Truth Initiative (formerly Legacy) have shared interest in evaluating this partnership and measuring the impact of the curriculum supplement on teens’ knowledge and attitudes. Therefore, participation as a pilot provider requires that providers engage in both implementation and evaluation activities as detailed below. Agreed upon payments as a pilot provider in this project are contingent on successful completion of the following implementation and evaluation expectations.
 - b. Implementation Deliverables:
 - i. Prior to delivering the curriculum lessons, facilitators will receive training from Truth Initiative and Wyman on the supplement and how to integrate the supplement into TOP®, while still maintaining fidelity.
 - ii. City will deliver the 7 additional core topical lessons that comprise the supplement to serve youth in the TOP® program in the 2015-16 school year. Delivery of the core lessons will be based on guidance from Wyman about sequencing. The supplement is not a substitute for the TOP® curriculum, but rather a supplement. Lessons are not expected to be delivered in 7 consecutive weeks, but instead are interspersed with the TOP® program.
 - iii. City will complete at least one community service learning project around tobacco control and substance abuse between October 2015 and April 2016 (which will represent 2-4 hours of community service learning for each teen).

- iv. At least 10% of youth served by the curriculum supplement are expected to engage on a deeper level with a local tobacco control project (or alternatively create one themselves with the assistance of their City facilitators and consultation of the Truth Initiative youth activism team).
- v. Wyman will provide implementation support for the project through the Partner Services department. City facilitators will participate in all required technical assistance during the course of the project.
- vi. Evaluation Expectations:
- vii. Feedback from City facilitators about the content and structure of the supplement will be gathered through a group feedback session with Wyman staff and /or a web-based feedback survey at the end of the school year. Attendance in the lessons should be tracked so that the numbers of teens receiving the supplemental lessons can be reported.

4. Term and Termination

- a. This agreement shall run from date of the last signatory of this contract through July 31, 2016 or until terminated as provided herein.
- b. Either Wyman or City may terminate this agreement, by providing written notice of such termination, as provided herein, at least sixty (60) days in advance.
- c. Wyman termination for cause. Wyman may terminate this Agreement for any one or more of the following grounds provided that Wyman provides City 30 days written notice stating the reason for default and the City fails to cure said default in said 30 days;
 - i. City fails to perform any one or more of its terms set out in section 3 above.

5. Notices

Notices required hereunder shall be in writing and delivered to City and Wyman as follows:

Wyman: Ms. Mindy Sharp
 Senior Vice President
 Wyman Center
 600 Kiwanis Drive
 Eureka, MO 63025

City _____
 : _____

And shall be deemed given on the date deposited in the United States mail, postage prepaid, via certified mail return receipt requested, addressed as set forth above.

6. Assignment/Subcontracting Clause

The City will not assign this agreement without the express written consent of Wyman.

7. Disclaimer

The funding of the TOP® Program is provided on an ‘as is’ and ‘as available’ basis, Wyman neither makes nor implies a warranty for specific outcomes.

8. Entire Agreement

This Agreement represents the entire understanding of the parties it supersedes any previous documents, correspondence, conversations or other oral or written understanding of either Wyman or the City.

9. Choice of Law and Jurisdiction for Disputes

This agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Missouri and/or the laws of the United States, as applicable. The venue for all litigation arising out of, or relating to this agreement document, shall be Boone County, Missouri or the United States Western District of Missouri. The parties hereto irrevocably agree to submit to the exclusive jurisdiction of such courts in the State of Missouri and waive any defense of forum non conveniens.

Wyman Center “
by _____

Title _____

Date _____

For the City of Columbia, Missouri

By: _____

Mike Matthes, City Manager

ATTEST:

Sheela Amin, City Clerk

Date

APPROVED AS TO FORM:

Nancy Thompson, City Counselor

I hereby certify that this Contract is within the purpose of the appropriation to which it is to be charged, that is, account _____ and that there is an unencumbered balance to the credit of such account sufficient to pay therefore.

John Blattel, Director of Finance