

AFFILIATION AGREEMENT

by and between

SEDGWICK COUNTY, KANSAS

and

Unified School District No. 259, Sedgwick County, Kansas

This Agreement is entered into this ____ day of _____, 2018, by and between Unified School District No. 259, Sedgwick County, Kansas ("USD 259"), and Sedgwick County, Kansas, ("Sedgwick County").

RECITALS

Sedgwick County, through COMCARE, is willing to provide certain school-based mental health services to USD 259 students; and

The Mental Health Association of South Central Kansas ("MHA") and the Kansas Children's Service League ("KCSL") will also be providing school-based mental health services to USD 259 students; and

The purpose of this Agreement is to set forth the terms and conditions that apply to Sedgwick County's providing of school-based mental health services to USD 259 students.

TERMS AND CONDITIONS

USD 259 and Sedgwick County agree as follows:

1. Services Provided by Sedgwick County Through COMCARE.

a. Sedgwick County agrees to relocate COMCARE staff to provide mental health services in the school setting.

b. The provision of services by Sedgwick County COMCARE staff will not supplant or replace any USD 259 staff or services currently available in the school setting. The program will make available Qualified Mental Health Professionals ("QMHP") to certain USD 259 schools as agreed to by USD 259 and Sedgwick County. USD 259 will designate a coordinator who will coordinate the providing of mental health services by Sedgwick County to USD 259 students. The USD 259 Coordinator will have oversight responsibility for all aspects of the program and will facilitate program planning and implementation pertaining to the provision of services and working relationships with Sedgwick County.

c. The mental health services provided by Sedgwick County through COMCARE will be provided at a cost to USD 259 of \$1,000.00 per semester for each QMHP who provides school-based mental health services to USD 259 students beginning on the first day of a semester and ending on the last day of a semester. If a QMHP provides mental health services to USD 259 students for less than a full semester, the \$1,000.00 payment will be prorated for the days of a semester that services are provided. COMCARE will invoice USD 259 for services rendered for both semesters of a school year on or after June 1 of each year this Agreement is in effect, starting June 1, 2018. The invoice will list each

QMHP who provided services, the date each QMHP started providing services, and the date the QMHP stopped providing services if services stopped before the last day of a semester. Total compensation paid by USD 259 to Sedgwick County will not exceed \$10,000.00 for each annual invoice. USD 259 will pay the annual invoice within 30 days of the date the invoice is received.

2. Access to Facilities and Students.

a. USD 259 agrees to provide appropriate space to Sedgwick County COMCARE employees in USD 259 school buildings. USD 259 will provide a room to secure files and complete documentation, access to a phone line, form storage space and access to a confidential space where mental health staff can work with students. Additionally, USD 259 agrees to provide computer internet connectivity and hard mail distribution for COMCARE staff. USD 259 will provide employees of COMCARE with necessary access to the school building. Furthermore, employees of COMCARE will be included in orientation and staff training by USD 259, as appropriate.

b. USD 259 will promote COMCARE mental health services to parents during enrollment and to educate its staff regarding the availability of mental health services. Children may be identified for referral and screening by parents, teachers, school counselors or other staff. Parental permission is necessary before any direct mental health services can be provided, with the exception of crisis situations. Observations and general consultations regarding students may occur without parental permission.

3. Sedgwick County Employee Qualifications and Other Requirements. Sedgwick County employees assigned to provide mental health services in the school setting are subject to the following qualifications and requirements:

a. Sedgwick County employees must possess a license that licenses the employee to provide mental health services that the employee will be providing in the school setting. Sedgwick County employees must be trained and qualified to provide the mental health services that the employee will be providing in the school setting.

b. Sedgwick County will conduct a background check on each employee before the employee is assigned to provide mental health services in the school. The background check should include, but not be limited to criminal history; child abuse history; personal and professional references; offender registry check; drug screening; and Certification of Health for School Personnel pursuant to K.S.A. 72-6266.

c. A Sedgwick County employee will not be placed in a school setting unless and until the employee is in compliance with the above requirements and qualifications.

d. In the event USD 259 deems the performance of a Sedgwick County employee in the school setting to be disruptive to the school setting, detrimental to the health or safety of members of USD 259's workforce or students, or in violation of rules and regulations of conduct that apply to USD 259 employees, i.e., conduct which would result in discipline if the Sedgwick County employee was a USD 259 employee, USD 259 may request that a Sedgwick County employee be removed from the school setting. When Sedgwick County is notified of such a request, Sedgwick County will immediately notify the Sedgwick County employee and the employee will be removed from the school setting until a review of the matter is completed. The Sedgwick County employee will not return to the school setting if, after

a review of the matter, USD 259 or Sedgwick County determines that the employee should not return to the school setting.

4. Billing for Mental Health Services. Sedgwick County will be responsible for billing and collections for mental health services provided by Sedgwick County. USD 259 will have no obligation to pay for mental health services provided by Sedgwick County.

5. Release of Information. USD 259 and Sedgwick County will assist each other in obtaining appropriate releases of information from parents to facilitate effective communication and collaboration between USD 259 and Sedgwick County. After USD 259 has been provided a copy of a signed parent/guardian consent form and release of information, USD 259 staff will provide information on school functioning of students that will assist in determining whether a student has a mental illness, as defined by the DSM-5.

6. Assessment of Students. USD 259 and Sedgwick County understand that Sedgwick County will assess all students referred and determine the appropriate level of school-based mental health services to be provided by Sedgwick County. Sedgwick County will develop crisis plans for students that Sedgwick County serves. Sedgwick County will be responsible for determining whether a student demonstrates the need for psychological support.

7. Mental Health Services Available Through Sedgwick County. Mental health services to be provided by Sedgwick County may include, but are not limited to: therapy, psychosocial groups, psycho-educational groups and flexible funds. These services can be provided based on the needs of the student as identified on the treatment plan. Psychosocial groups will be available and may be held at school, either before or after school hours. If the psychosocial group or any other service is held within the school after school hours, school staff designated by the principal must be present in the school or the service cannot be provided. Services will be provided only to students and/or the immediate family of students that attend the school where the Sedgwick County service provider is located

8. Ownership of Records. All records generated by Sedgwick County employees will remain the property of Sedgwick County and will not be considered education records. Likewise, all USD 259 records shall remain the exclusive property of USD 259. The ability for USD 259 and Sedgwick County to access records belonging to the other party will be determined on a case-by-case basis as needed for the provision of services and will be accomplished after obtaining the required releases.

9. Confidentiality. All federal and state confidentiality requirements, including but not limited to those outlined in the Family Educational Rights and Privacy Act (FERPA) and the Individuals with Disabilities Education Act (IDEA) and the Healthcare Insurance Portability and Accountability Act (HIPAA) will be followed by both parties. Both parties understand and agree that Sedgwick County employees cannot share information with USD 259 personnel regarding violations of school policies obtained through clinical services to the child, except in cases where the information indicates a danger to the child or others and except when parental consent or consent of a student who is 18 years of age or older has been given to Sedgwick County.

10. Independent Contractor Status. All parties understand and agree that Sedgwick County is acting as an independent contractor in providing services and in performing the duties stated hereunder. Sedgwick County at all times is acting as an independent contractor and not as an officer, agent or employee of USD 259. As an independent contractor, Sedgwick County will not be within the protection

or coverage of USD 259's worker's compensation insurance, nor shall Sedgwick County and its employees be entitled to any current or future benefits provided to employees of USD 259.

11. **Indemnity.** Sedgwick County will hold and save harmless and indemnify USD 259, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed under this Agreement arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

12. **Insurance.** Sedgwick County will maintain at all times during the term of this Agreement and any extension or renewal the following insurance coverage:

- (a) workers' compensation insurance in an amount not less than \$500,000;
- (b) automobile liability insurance in an amount not less than \$500,000 per occurrence;
- (c) commercial general liability insurance for bodily injury, personal injury, death, property damage, and the errors, acts and omissions of Sedgwick County, its officials, officers, employees, agents and subcontractors, including coverage for abuse and molestation in an amount not less than \$500,000 per occurrence.

USD 259 will be named as an additional insured to the automobile liability and general commercial liability insurance policies. Sedgwick County will provide USD 259 with certificates of insurance that evidence that Sedgwick County carries the insurance listed above in amounts not less than those specified above and that name USD 259 as an additional insured to the automobile liability and general commercial liability insurance policies.

USD 259 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this Agreement require USD 259 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.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

13. **Term.** This Agreement shall be effective June 1st, 2018, for an initial term ending June 30, 2019. After the initial term, this Agreement will automatically renew on an annual basis unless one party gives the other party written notice of nonrenewal at least 30 days before the upcoming anniversary date. Furthermore, this Agreement may be terminated by either party without cause upon one party providing 30 days advance written notice of intent to terminate to the other party.

14. **Notice.** Any notices required by this Agreement shall be given as follows:

If to USD 259:

Unified School District No. 259, Sedgwick County, Kansas
ATTN: Clerk of the Board
903 South Edgemoor
Wichita, KS 67218-3337

If to Sedgwick County:

COMCARE of Sedgwick County
ATTN: Contract Monitoring
271 W. 3rd St N.
Wichita, KS 67202

and

Sedgwick County Counselors Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203

15. Captions. The headings and captions in this Agreement are solely for ease of reference and shall not be utilized in construing or interpreting the terms and provisions hereof.

16. Assignability. This Agreement may not be assigned by either party without the prior written consent of the other party.

17. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any previous agreements between the parties on this subject matter. This Agreement may not be amended in any way by either party except in writing and signed by both parties.

18. Construction of Agreement. This Agreement shall be construed in accordance with the laws of the State of Kansas.

19. Severability. If any provision of this Agreement shall be held invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

20. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

21. Cash Basis and Budget Laws. The right of Sedgwick County and USD 259 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 other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that Sedgwick County and USD 259 shall at all times stay in conformity with such laws, and as a condition of this Agreement, Sedgwick County and USD 259 reserve 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.

22. Information. No provision of this Agreement 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.*

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IN WITNESS WHEREOF, the parties have entered into this Agreement to be effective as of the day and year first written above.

**UNIFIED SCHOOL DISTRICT NO. 259,
SEDGWICK COUNTY KANSAS**

SEDGWICK COUNTY, KANSAS


Alicia Thompson, Ed.D. Superintendent
Date signed: JUN 01 2018

David T. Dennis, Chairman
Commissioner, Third District

ATTEST:


Mike Willome,
Clerk of Board



Kelly B. Arnold,
Sedgwick County Clerk

APPROVED AS TO LEGAL FORM:


Thomas R. Powell,
General Counsel


Michael L. Fessinger,
Assistant County Counselor