

AGREEMENT WITH HEARTSPRING

THIS AGREEMENT made and entered into this ____ day of _____, 2013, by and between the Sedgwick County, Kansas, hereinafter referred to as "County," and Heartspring, Inc., a Kansas not-for-profit organization for children with disabilities, hereinafter referred to as "Heartspring."

WITNESSETH:

WHEREAS, Heartspring is a nonprofit agency serving youth with disabilities by providing outpatient therapies which include occupational, physical, speech therapies and psychology services;

WHEREAS, Heartspring has requested psychiatric consultation and services through Sedgwick County Comprehensive Community Care ("COMCARE"), and

WHEREAS, County and Heartspring desire to state the terms and conditions under which County will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. Purpose. County through its COMCARE Child Psychiatrist ("Provider") agrees to provide up to eight (8) hours per month of the following professional psychiatric services:
 - a. Evaluation, review and monitoring of the use of psychotropic medications prescribed for children attending Heartspring School. Provider shall coordinate all psychiatric interventions with Heartspring physicians, psychologists and professional staff.
 - b. Psychiatric consultation services to Heartspring staff regarding the treatment of children attending Heartspring School.
 - c. Review of potential student enrollment applications in order to comment on appropriateness of placement at Heartspring. Provider shall make specific treatment recommendations that will lead to quality enrollment decisions and treatment plans for the child upon enrollment.
 - d. Emergency psychiatric consultation for children attending Heartspring. Requests for psychiatric consultation will be made only through Heartspring professional nursing staff.
 - e. As needed, communicate directly with parents of children attending Heartspring.

2. Heartspring Responsibilities. Heartspring agrees that it is responsible for the following:
 - a. Oversight of provider's administrative and patient care activities while providing services at Heartspring.

- b. Provide, to the extent reasonably possible, provider with adequate office space, secretarial services, and clinical and diagnostic equipment necessary to fulfill the terms of this contract.
 - c. Heartspring Health Services Department Head shall provide support, nursing services, and non-medical management decisions for provider.
3. Term. Services hereunder shall commence July 1, 2013, and shall conclude June 30, 2014. This contract may continue for a reasonable time after June 30, 2014, if both parties agree to continue operating under the terms of this contract while they are actively developing a contract for 2015.
4. Termination. Either party to this agreement may cancel its obligations herein upon thirty (30) days prior written notice to the other party. Heartspring shall fully credit County for any non-cancelable obligations incurred by County prior to termination, not including costs incurred by County for third-party contracts after date of termination of agreement. Whether contract is canceled by County or Heartspring, County shall be paid for work satisfactorily completed, so long as billing requirements have been met by County.
5. Compensation and Billing. County agrees to provide the above-described psychiatric services to Heartspring at the rate of \$165.00 per hour for up to eight (8) hours per month during the term of this agreement. Additional hours may be provided as agreed upon. Heartspring shall have the option to arrange for additional time if additional time becomes necessary during the term hereof.
6. Professional Liability Insurance and Indemnification. County agrees to indemnify and hold harmless Heartspring from any claim, expense or liability arising out of, or in connection with, alleged negligence or malpractice on the part of County or on the part of any person subject to its control or supervision. Heartspring hereby agrees to indemnify and hold harmless County, its agents and employees from any claim or liability arising by virtue of any alleged negligence or malpractice on the part of Heartspring. At all times, a current certificate of insurance shall be furnished by Heartspring to County reflecting such coverage in an amount and form acceptable to County. County shall provide Heartspring with a certificate reflecting County's insurance coverage. Neither the purchase of insurance by Heartspring nor the execution of this contract by either party shall constitute a waiver of any applicable exemption from liability or limitation of liability provided to County pursuant to the Kansas Tort Claims Act, K.S.A. 75-6101, et seq. Nothing contained herein shall be construed to be a purchase of insurance as contemplated by K.S.A. 75-6111, and the indemnification provided to County by Heartspring hereunder shall not exceed the maximum liability for County established by K.S.A. 75-6105, as amended.
7. Confidentiality. County expressly understands and agrees that during the course of provision of professional supervision services its employee may be exposed to confidential protected health information governed by the federal Health Information Portability and Accountability Act of 1996, Public Law 104-101 ("HIPAA"). Each

party agrees that to the extent the law is applicable to this contract, the interpretation of this contract and all actions and undertakings of the parties under this contract shall conform to the requirements of HIPAA. To the extent that any term or condition of this contract conflicts with any HIPAA requirement, this contract shall be deemed amended by HIPAA to the extent necessary to enable the parties to fully comply with all administrative and regulatory requirements of HIPAA.

Both parties are committed to complying with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulation") and HIPAA. All data and information considered to be protected health information ("PHI") under HIPAA that County may be exposed to through provision of services under this contract shall be strictly regarded as confidential and held in confidence and safekeeping.

8. Independent Contractor. Heartspring and County agree that County renders professional services under this agreement as an independent contractor and not as an officer, agent, or employee of Heartspring.
9. Interest of Public Officials and Others. No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this agreement shall participate in any decision relating to this agreement which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested, nor shall any officer or employee of County, any member of its governing body or any other public official have any interest, direct or indirect, in this agreement or the proceeds thereof.
10. Equal Employment Opportunity.
 - a. County shall observe the provisions of the Kansas Act Against Discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, physical handicap unrelated to such person's ability to engage in the particular work, national origin, or ancestry.
 - b. In all solicitations or advertisements for employees, County shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Civil Rights Commission.
 - c. If County fails to comply with the manner in which County reports to the Kansas Civil Rights Commission in accordance with the provisions of K.S.A. 44-1031, County shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by Heartspring.
 - d. If County is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Civil Rights Commission which has become final, County shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by Heartspring.

- e. County shall include the provisions of paragraphs A through D exclusively of this section in every subcontract or purchase order so that such provisions shall be binding upon such subcontractor or vendor.
 - f. Provisions A through E above shall not apply to the present agreement in the event that County: (1) employs fewer than four employees during the term of this agreement; or (2) whose contracts with Heartspring cumulatively total five Thousand Dollars (\$5,000.00) or less during the fiscal year of Heartspring.
11. Modification or Amendment. This agreement may not be modified or amended except in writing signed by the parties hereto.
12. Assignment. The rights and obligations of County hereunder shall not be assigned to any other entity without the prior written approval of Heartspring.
13. Construction. This agreement shall be construed in accordance with the laws of the State of Kansas.
14. Authority. Each person executing this Agreement represents and warrants that he is duly authorized to do so on behalf of the entity that is a party hereto.
15. Entire Agreement. This agreement contains the entire agreement between the parties hereto; any agreement not contained herein shall not be binding on either party, nor of any force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above-written.

ATTEST


SEDGWICK COUNTY, KANSAS

Kelly B. Arnold, County Clerk

James B. Skelton, Chairman
Board of Sedgwick County Commissioners

APPROVED AS TO FORM ONLY

HEARTSPRING, INC.



Jennifer Magaña,
Deputy County Counselor



Gary Singleton, President and CEO