

**AGREEMENT TO PROVIDE AFTER HOURS  
MENTAL HEALTH EMERGENCY SERVICES WITH THE SOUTH CENTRAL  
MENTAL HEALTH COUNSELING CENTER**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Sedgwick County, hereinafter referred to as “County,” and South Central Mental Health Counseling Center, Inc., hereinafter referred to as “Contractor.”

WITNESSETH:

WHEREAS, County’s Comprehensive Community Care (COMCARE) desires to make available after hours mental health emergency services to residents of Butler County; and

WHEREAS, COMCARE maintains the administrative capability and professional expertise to provide such after hours mental health emergency services; and

WHEREAS, Contractor desires to retain the professional expertise of COMCARE as an independent contractor to provide such after hours mental health emergency services;

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

- 1) COMCARE shall develop and administer an after hours mental health emergency service to serve residents of Butler County. After hours shall be defined as 5:00 p.m. to 8:00 a.m., Monday through Thursday, from 2:00 p.m. Friday to 8:00 a.m. Monday, and all holidays officially recognized and provided in writing by Contractor, although COMCARE will answer calls from Butler County residents 24 hours a day, 7 days a week.
- 2) After hours mental health emergency services shall include: (1) Crisis Intervention, Counseling, and Consultation to clients of Contractor, or residents of Butler County; (2) Consultation to professional staff members of Contractor; (3) Consultation and referral to professional caregivers, law enforcement agencies, and other service organizations regarding mental health emergency situations; and (4) Answering service, information, and referral.
- 3) COMCARE agrees that professional services provided under this agreement shall be provided by Master Level Mental Health Professionals and Case Managers. Telephone

contacts will be primarily handled by Case Managers with back-up support from Master Level Mental Health Professionals. Any services involving face-to-face contact with Contractor clients or Butler County residents will be provided by the COMCARE Master Level Mental Health Professional.

- 4) Contractor agrees to make available to COMCARE the names of and method of contacting designated staff members who shall make themselves available after hours for consultation; face-to-face intervention; screening for state hospital admission; or Medicaid psychiatric pre-admission assessments on behalf of Contractor's clients, or other residents of Butler County. In addition, Contractor agrees to make available to COMCARE information concerning procedures for hospitalizing residents of Butler County, including contract information on physicians responsible for authorizing any necessary hospital admissions.
- 5) COMCARE shall maintain a record of each call or intervention including client identifying information (if possible); date and time of call; identified problem; intervention given; disposition of call; and length of time involved with each call. COMCARE shall provide written summary of such information to Contractor on a monthly basis.
- 6) COMCARE shall make available to Contractor upon request documentation (by fax) of all calls and interventions completed after hours for Contractor by 8:30 a.m. the following working day.
- 7) Contractor agrees to provide COMCARE's Mental Health Professionals current information regarding agencies, organizations, and other community resources serving Butler County, necessary to effectively provide mental health emergency services. This information shall be placed in the community resource database by Contractor staff prior to commencement of after hours services, and updated by Contractor as changes occur.
- 8) Contractor agrees to provide COMCARE's Mental Health Professionals "client alerts" on any Contractor client who may be at risk, frequent callers, or clients requiring special instructions per Contractor staff.
- 9) Contractor agrees to recognize COMCARE's Mental Health staff as affiliated staff members of Contractor for the sole purpose of sharing client information and conducting other

functions necessary in providing mental health emergency services to residents of Butler County. Such status is not intended to create an employment or agency relationship. The parties agree COMCARE is acting as an independent contractor and not as an employee or agent of Contractor.

- 10) Contractor agrees to reimburse COMCARE \$250.00 administrative fee per month plus \$1.50 per minute of actual phone usage as reflected on COMCARE's monthly phone bill. Services to be reimbursed include all consultation and communication with regard to residents of Butler County requesting or requiring mental health emergency services. Such consultation and communication may be with residents requiring service, members of their families, Contractor staff members, law enforcement officers, hospital personnel, or other community professionals. Contractor also agrees to reimburse COMCARE \$2.00 per minute for time spent by COMCARE's Master Level Mental Health Professional in providing face-to-face services to Contractor clients or Butler County residents.
- 11) COMCARE will be responsible for all internal telephone equipment expense, telephone line charges, and other expenses necessary to provide after hours telephone coverage for Contractor.
- 12) Payment for services provided by COMCARE shall be made by Contractor upon receipt of monthly itemized statements submitted by COMCARE. Payment shall be made within thirty (30) days of the receipt of such statements.
- 13) The parties hereto agree to observe and enforce the following statement to ensure compliance with the Civil Rights Act of 1964, as amended: "It shall be an unlawful, discriminatory practice for any person to refuse, deny, make a distinction, directly or indirectly, or discriminate in any way against persons because of race, religion, color, sex, physical handicap, mental handicap, national origin, or ancestry of such person in the full and equal use and enjoyment of the services, facilities, privileges and advantages of COMCARE, or Contractor.
- 14) Contractor agrees to indemnify, save harmless and defend COMCARE, its officers, employees and agents against and from any and all claims, losses, charges, penalties,

damages and liabilities of whatsoever kind for which may be brought against COMCARE resulting from any act, omission or negligence on the part of Contractor or any of its officers, employees and agents. COMCARE agrees to indemnify, save harmless and defend Contractor, its officers, employees, and agents against and from any and all claims, losses, charges, penalties, damages and liabilities of whatsoever kind which may be brought against Contractor resulting from any act, omission or negligence on the part of COMCARE or any of its officers, employees and agents.

- 15) County is self-funded for the purposes of comprehensive general liability and workers compensation insurance. A copy of County's Health Care Liability policies is available upon request.
- 16) COMCARE agrees to maintain in strict confidentiality any information, records, or data COMCARE obtains as a result of the performance of its duties under this contract and to not disclose or produce any such information, records, or data to any other person, organization or entity except as permitted or authorized by the terms and conditions of this agreement, or with the express consent of Contractor.
- 17) The term of this agreement shall be from July 1, 2011 through June 30, 2012, provided however, either part may terminate this agreement by giving sixty (60) days written notice to the other part of an intent to terminate the agreement. Said agreement shall terminate upon the expiration of said sixty (60) days.
- 18) This agreement may be modified by written addendum mutually agreed upon and signed by the parties hereto.
- 19) This agreement shall be enforced and construed according to the laws of the State of Kansas.
- 20) All agreements, clauses, and covenants contained herein are severable, and in the event any of them shall be held to be unconstitutional, invalid or unenforceable, the remainder of this agreement shall be interpreted as if such unconstitutional, invalid or unenforceable agreements, clauses or covenants were not contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this agreement to be effective on the day and year first above written.

ATTEST:

SEDGWICK COUNTY, KANSAS


\_\_\_\_\_  
Kelly B. Arnold, County Clerk

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David M. Unruh, Chairman  
Board of County Commissioners

APPROVED AS TO FORM ONLY:

SOUTH CENTRAL MENTAL HEALTH  
COUNSELING CENTER INC.

  
\_\_\_\_\_  
Jennifer Magaña, Deputy County Counselor

  
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Dr. Dan Rice, Ph.D., Executive Director