

MEMORANDUM OF AGREEMENT

This agreement is made by and between the Kansas Department of Corrections (KDOC) and Sedgwick County, Kansas, for its Comprehensive Community Care of Sedgwick County, hereinafter referred to as “COMCARE,” for the delivery of liaison, case management, boundary spanning and care-coordination services by COMCARE to offenders preparing for release from Kansas prisons and who are returning to Sedgwick County, as detailed in this agreement, related to accessing mental health care and related services in Sedgwick County, particularly offenders who are severely and persistently mentally ill (SPMI) or seriously mentally ill (SMI).

WHEREAS, on average 1150-1200 offenders release from Kansas correctional facilities to community supervision in Sedgwick County every year, of whom as many as twenty percent (20%) require some level of mental health care upon release, half probably SPMI.

WHEREAS, accessing mental health treatment necessary for mental illness is important to reducing the risk of an offender re-offending or returning to prison; so addressing the treatment needs of returning offenders increases community safety and has the potential to reduce recidivism and returns to prison; and in fact over the course of the last six years, return rates of offenders with mental illness has reduced by 35% through the risk reduction work being done in the various systems in Kansas;

WHEREAS, in addition to mental health treatment needs, about one-third of the offenders leaving prison have been diagnosed with or assessed as high risk for substance abuse or dependence; and often mental health and substance abuse treatment needs are co-occurring;

WHEREAS, best research-based practices include addressing the mental health and substance abuse needs of offenders pre-release when they are preparing for return to the community as part of reentry planning, to increase the potential for a safe and successful return, including by: establishing relationships with treatment providers; establishing care-coordination services for offenders as they near release; transitional planning to address treatment, medication management, housing, employment, financial, family and other reintegration issues, which involves treatment providers in the facilities and in the communities, as well as corrections case managers; and otherwise preparing for a continuum of care for the offender after release that is supported by and consistent with the post-release supervision plan;

WHEREAS, COMCARE provides mental health and substance abuse treatment to persons in the community in Sedgwick County, and is the designated community mental health center for Sedgwick County; has established relationships with substance abuse and other mental health and medical providers, as well as housing providers, to address these needs for persons with mental illness; and is working with corrections to identify ways for mental health and corrections systems to interface to more effectively and safely serve the returning offenders population;

WHEREAS the parties to this agreement desire to build on the ongoing collaboration between their agencies and the systems they represent by establishing a liaison or boundary spanner position, to deliver care-coordination services, and to establish a sustainable working partnership between corrections and the community mental health center;

THEREFORE the parties to this agreement hereby agree to the following:

1. KDOC will pay COMCARE a flat sum of \$ 55,701 for a period of twelve (12) months, from July 1, 2011 through June 30, 2012, to be paid in increments of \$4,641.75 per month no later than the last day of each month. COMCARE shall submit an invoice to KDOC no later than the 20th day of each month following the provisions of services.
 - a. In the event the position discussed below becomes vacant during the period of this agreement, COMCARE shall provide coverage for the vacancy making the services available without a break in service, through a back up person.
 - b. If services are not provided for any period of one day or more, COMCARE shall deduct from its billing the amount of \$208 per day for each day where coverage is not provided.
2. This sum of \$55,701 covers the salary, benefits and travel for the position described in this agreement. COMCARE agrees to cover the other costs related to this position, including monthly allotment for cell phone reimbursement, pager, training, furniture, computer and phone, which costs will constitute an in-kind match by COMCARE.
3. For this flat sum of \$55,701 , COMCARE shall provide the following:

- a. Recruit, screen and select a qualified person to perform the duties of a Corrections Liaison/ Specialist set out in the attached Job Description, Attachment A;
- b. Assign this person full time to carry out the duties in the attached Job Description, Attachment A;
- c. Consult with KDOC before any final hiring decision is made, including providing necessary information for a background check to ensure the person is eligible to enter correctional facilities;
- d. Provide training to this person per the industry standard for community mental health centers, and coordinate with KDOC staff for this person to receive necessary KDOC training for this person to be eligible to enter and work in correctional facilities and with offenders and to have the necessary knowledge and information regarding KDOC's mental health services, discharge planning, release planning, post-release supervision, and related information;
- e. Work with KDOC staff to establish necessary procedures, protocols and policies for this person to provide services as set out in this agreement to serve KDOC offenders;
- f. Provide care-coordination services through this person to offenders preparing for release from Kansas prisons in person, by video, by phone and/or by e-mail; working with discharge planners, risk reduction and reentry (R3) staff, and unit team counselors to deliver the services covered by this agreement, to ensure access to treatment upon release has been arranged and secured; acting as a liaison to COMCARE to help set up these treatment services, and coordinating the delivery of these services; and provide short-term case management/skills building/coping skills services through this position until the offender is connected to case management services in COMCARE (CSS division); follow up with offenders who do not show for appointments to try to diagnose why and reengage them; and address system issues to increase access and staying connected by offenders;

- g. Participate in multi-discipline team meetings with parole/reentry staff, and any other treatment provider, peer mentor, or other person working with the offender on his/her reentry/reintegration and risk reduction efforts, to provide input into case planning, and ensure all services available through COMCARE are available to the offender; and to address accessing benefits or any other resources needed to support the plan to which this person can contribute, through COMCARE or other resources/connections in the community;
- h. Serve as point of contact at COMCARE for parole officers/reentry case managers who are seeking an updated assessment of mental health care needs, to ensure the parole supervision/reentry case plan are consistent with mental health needs; and that offenders are assigned to specialized mental health staff appropriately; and otherwise, serve as point of contact for parole/reentry staff who seek information about offenders receiving services at COMCARE if there is a need to assist in getting information exchanged between corrections and COMCARE regarding offenders under supervision or involved in reentry planning;
- i. Work with KDOC mentoring coordinators to identify peer mentoring needs of offenders with mental illness, and assist reentry/parole staff in connecting offenders to peer mentoring resources when available and as appropriate;
- j. Assist in addressing housing needs of offenders with mental illness, making contacts, recommendations, and otherwise accessing resources to pay for housing and to identifying safe and affordable housing, in collaboration with reentry/parole staff;

Attend all regional meetings of the Southern Parole Region held in Wichita, using that occasion to be updated and provide updates relevant to offenders receiving mental health care. Spend at least two days per month at the Wichita parole/reentry office to assist parole/reentry staff in addressing cases where there are issues related to mental health care. Assist parole/reentry staff in mental health group reporting, using this occasion to help

identify and address any gaps in mental health care for offenders needing mental health services. Otherwise communicate with parole/reentry staff to ensure that offenders are able to access COMCARE services, and stay connected to services; that information is exchanged between corrections and COMCARE as needed to support the offenders' progress and success; and to address issues, questions or concerns as between the two agencies.

- k. Continue to work with parole and reentry staff as necessary, after the offenders are released, to ensure a continuum of care for mental health services;
 - l. Participate in ongoing planning and development of a partnership between KDOC and COMCARE for delivery of the type of transitional planning and care coordination services which are the subject of this agreement to offenders releasing throughout the state, so that what is learned through the work done under this Memorandum of Agreement can be exported to and benefit other facilities and communities.
4. COMCARE agrees to participate in data collection and evaluation with the KDOC and its research, data and/evaluation staff or contractors, to help assess the impact of the liaison, boundary spanning and care-coordination services delivered under this agreement. This will include collaborating with KDOC to compare data captured by the two parties to this agreement, to determine ways to interface the data and collect and analyze it to conduct any impact analysis.
 5. COMCARE agrees that during the course of this agreement it will at all times maintain professional liability insurance in keeping with industry standards for community mental health centers in Kansas. COMCARE currently has appropriate insurance, in keeping with industry standards, and provide a certification of insurance upon execution of this agreement.
 6. COMCARE shall be responsible for all administrative and other costs associated with delivering the services outlined in this agreement, including salary, benefits, office space, office supplies, office equipment, supervision, long distance costs, faxing costs, copying costs, travel, training, professional licensing, mileage, per diem, or any other costs incurred in

delivering the services herein, from within the \$55,701 paid by KDOC. KDOC shall not be responsible for any other payment for the services beyond the \$55,701 indicated in this agreement.

7. The contact persons for informal resolution of questions about this agreement are:

a. COMCARE:

Marilyn L. Cook, Executive Director
COMCARE of Sedgwick County, Kansas
635 N. Main
Wichita, KS 67203
316.660.7665
mcook@sedgwick.gov

b. KDOC:

Margie Phelps, Director of Reentry
Kansas Department of Corrections
900 S.W. Jackson, 4th Floor
Topeka, KS 66612-1284
785.291.3726
margiep@doc.ks.gov

8. All formal contract notifications and communications, whether notices of termination or for any other purpose under this agreement, may be accomplished by use of registered mail, return receipt requested, commercial courier service, or personal delivery directed to the following designated individuals:

a. COMCARE: Jeannette Livingston, Contract Administrator

COMCARE Administrative Services
635 N. Main
Wichita, KS 67203-3752
316-660-7612
jlivings@sedgwick.gov

With a copy to:

Sedgwick County Counselor's Office
Attn: Contract Notification
525 N. Main, Ste. 359
Wichita, KS 67203-3790

b. KDOC: Secretary of Corrections
Kansas Department of Corrections
900 S.W. Jackson, 4th Floor
Topeka, Kansas 66612-1284

With a copy to:

Chief Legal Counsel
At same address as Secretary of Corrections

10. The term of this agreement shall commence on July 1, 2011 and terminate on June 30, 2012. This agreement may be terminated by either party upon a minimum of thirty (30) days written notice of such termination provided to the other party. Notice of termination shall be considered effective upon the date of receipt of notice by the other party. COMCARE shall be paid for all services rendered up to and including the termination date. This agreement may be renewed by written addendum for succeeding one-year terms, subject to availability of necessary funding and mutual agreement of the parties.
11. This agreement may only be amended by written addendum executed by KDOC and COMCARE.
12. Nothing herein is intended to benefit any third party or to create in or confer upon any third party any rights arising from or in connection with this agreement.
13. Neither party to this agreement shall prohibit or prevent the Legislative Division of Post Audit from having access pursuant to K.S.A. 46-1101, et seq. to any records, documents or other information -- confidential or otherwise -- regarding or relating to the execution and/or performance of this agreement.
14. The parties enter into the agreement in good faith and in the belief that this agreement, and actions pursuant to this agreement, are in accordance with appropriate State or Federal laws and regulations.
15. The provisions found in the Contractual Provisions Attachment (Form DA-146a), which is found at Attachment B are hereby incorporated in this agreement and made part hereof. Should any of the provisions of this agreement conflict with any provisions of the Contractual Provisions Attachment, the provisions set forth in the Contractual Provision Attachment shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives the day and year first written above:

**STATE OF KANSAS DEPARTMENT OF
CORRECTIONS**

SEDGWICK COUNTY, KANSAS

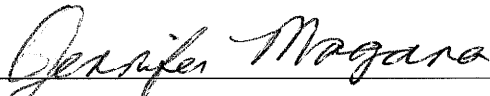
By: _____
RAY ROBERTS, Secretary

By: _____
DAVID M. UNRUH, Chairman
Board of County Commissioners

DATE: _____

DATE: _____

APPROVED AS TO FORM ONLY:



JENNIFER MAGAÑA, Assistant County Counselor

ATTEST:

KELLY B. ARNOLD, County Clerk



Sedgwick County Government
Wichita, Kansas

Job Code: KIU
Date: 04-24-06

Position: CORRECTIONS LIAISON/SPECIALIST

Position Summary:

Coordinates discharge planning for mental health consumers with severe and persistent mental health conditions or serious mental health conditions leaving adult prisons, and access to services in the community by mental health consumers who have returned to the community from adult prisons and/or are under post-release supervision by the Kansas Department of Corrections. Works with corrections staff to maintain individual in the community with the goal of diverting them from re-incarceration whenever possible.

Qualifications:

Bachelors Degree from an accredited college or university in Social work or a related field, or any equivalent combination of training and experienced which provides the required knowledge, skills and abilities.

Valid State of Kansas Drivers License.

Prefer some experience with offender/criminal justice population, and knowledge of the adult corrections system.

Major Job Responsibilities:

- o Serves as liaison to corrections, including parole, correctional facilities, Day Reporting Center (DRC) and Community Residential Bed center (CRB), regarding mental health consumers who are returning to the community from prison and/or are already in the community under post-release supervision, who require mental health care, treatment, medication management and other services.
- o Works with discharge planners, parole officers, and corrections contract service providers and clients to coordinate mental health care for mental health consumers in the adult corrections system.
- o Meets with Director of Case Management and Team Leaders to coordinate assignment of Case

Managers to mental health consumers coming out of prison and/or already in the community under post-release supervision.

- o Assists corrections system in helping mental health consumers in the adult corrections system in accessing mental health care in the community, including assisting them in navigating the service system, assisting consumers in obtaining treatment appointments, and making recommendations to the mental health system about changes in policies or practices to ensure access by corrections-supervised mental health consumers, and otherwise.
- o Participates in multidisciplinary team meetings and case conferences. Attends program staff meetings.

Knowledge, Skills, Abilities and Competencies:

- u Knowledge of community services and benefits programs.
- u Knowledge of symptoms and dynamics of mental illness in adults.
- u Knowledge of the adult corrections system.
- u Knowledge of wrap-around and recovery philosophies.
- u Knowledge of State and Federal agencies and their policies.
- u Skill in the use of a personal computer and related software.
- u Ability to work with individuals experiencing psychotic episodes.
- u Ability to work with adult felons.
- u Ability to effectively communicate with people, both listening and speaking.
- u Ability to write clear and concise reports.
- u Ability to develop and maintain rapport with consumers, general public and all levels of staff.

This class specification should not be interpreted as all-inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated in this specification.

Attachment B

State of Kansas
Department of Administration
DA-146a (Rev. 04-11)

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the _____ day of _____, 20_____.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them 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 contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.

11. **Information:** No provision of this contract 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.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."