

**AGREEMENT WITH THE UNIVERSITY OF
KANSAS MEDICAL CENTER
RESEARCH INSTITUTE**

THIS AGREEMENT made and entered into this ____ day of _____, 2015, by and between Sedgwick County, Kansas, "County," and The University of Kansas Medical Center Research Institute, Inc., "KUMC."

WITNESSETH:

WHEREAS, County has established a community mental health center, which is commonly known as COMCARE, pursuant to the provisions of K.S.A. 19-4001 *et seq.*, and amendments thereto; and

WHEREAS, KUMC has requested COMCARE provide referrals to a Double-Blind clinical trial regarding schizophrenia and alcohol use disorder (KUMC's HSC#00001861), and

WHEREAS, County and KUMC 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.** It is understood and agreed by the parties that it is the purpose of this contract for County to provide five hours a week of employee time to review patient charts and make referrals to a Double-Blind clinical trial regarding schizophrenia and alcohol use disorder. County hereby agrees to fulfill the purpose, goals and objectives specified in Appendix B hereof as an independent contractor.

2. **Term.** The term of this agreement shall be from September 15, 2015 through October 31, 2016. Either party may terminate this agreement at any time by giving thirty (30) days written notice to the other party of intent to terminate the agreement. Said agreement shall terminate upon the expiration of said thirty (30) days.

3. **Compensation.** County will be paid the rate of \$26.97 per hour for time spent reviewing charts and providing referrals. The method of billing and payment is provided in Appendix B section 2.

4. **Termination.** Either party to this agreement may cancel its obligations herein upon thirty (30) days prior written notice to the other party. County shall be entitled to payment 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 KUMC, County shall be entitled to payment for work satisfactorily completed, so long as billing requirements have been met by County.

5. Professional Liability Insurance and Indemnification.

During the performance of the Study under this Agreement, County shall require its health care provider(s) as defined in K.S.A. 60-513d to maintain medical professional liability insurance with limits in accordance with local standards. During the performance of the Study under this Agreement, KUMC shall require the Principal Investigator involved in the Study to maintain medical professional liability insurance with limits in accordance with local standards. Upon request, each party shall have its insurance carrier (or shall cause the medical professional to have his or her insurance carrier) furnish to other party certificates that the insurance required under this Agreement is in force. County agrees that KUMC shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, real or personal, directly or indirectly arising from the negligent or wrongful act of County, its officers, employees, agents and volunteers. KUMC agrees that County shall not be responsible for claims, expenses, damages, or liability for personal injury or damage to property, real or personal, directly or indirectly arising from the negligent or wrongful act of KUMC, its affiliates (the University of Kansas School of Medicine – Wichita, the Medical Practice Association of the KU SOM-Wichita faculty), or their officers, employees, agents and volunteers. Neither the purchase of insurance by either party 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 the County, the University of Kansas or the Kansas Board of Regents 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 funds, if any, provided pursuant to this paragraph (i) to County by KUMC or its affiliates (or) (ii) by County to KUMC or its affiliates hereunder shall not exceed the maximum liability for County, the University of Kansas or the Board of Regents established by K.S.A. 75-6105, as amended.

6. Confidentiality. 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 the federal Health Information Portability and Accountability Act of 1996, Public Law 104-101 (“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.

7. Independent Contractor. KUMC and County agree that County renders professional services under this agreement as an independent contractor and not as an officer, agent or employee of KUMC.

8. 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.

9. 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 KUMC.
- 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 KUMC.
- 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 KUMC cumulatively total five Thousand Dollars (\$5,000.00) or less during the fiscal year of KUMC.

10. Modification or Amendment. This agreement may not be modified or amended except in writing signed by the parties hereto.

11. **Assignment.** The rights and obligations of County hereunder shall not be assigned to any other entity without the prior written approval of KUMC.

12. **Construction.** This agreement shall be construed in accordance with the laws of the State of Kansas.

13. **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.

14. **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.

15. **Incorporation of Appendices:** Appendix A - Purpose and Objectives, and Appendix B- Cost Component are attached hereto and made a part hereof as if fully set out herein.

Witness our signatures the day and year first above written.

ATTEST:

Kelly B. Arnold, County Clerk

Richard Ranzau, Chairman
Sedgwick County Board of Commissioners

APPROVED AS TO FORM:



Michael L. North,
Assistant County Counselor

University of Kansas Medical Center
Research Institute, Inc.

By: Jamie Caldwell
Jamie Caldwell, M.B.A.

Title: Executive Director

Date: 9/8/15

Read and Understood:

Matthew Macaluso, D.O.
Matthew Macaluso, D.O.

Final Review

DGP 09-08-15

APPENDIX A PURPOSE, GOALS AND OBJECTIVES

KUMC Research Institute, Inc.

It is mutually agreed by and between County and KUMC that it is the purpose of this contract for County to review charts and provide referrals to the KUMC clinical trial regarding schizophrenia and alcohol use disorder (KUMC's HSC#00001861).

Section 1. GENERAL PROVISIONS.

- a. Staff will review patient charts for schizophrenia, schizoaffective and schizophreniform diagnosis.
- b. Staff will review patient charts for major inclusion and exclusion criteria as follows:
 - i. Major Inclusion
 - 18 to 65 years of age at study entry
 - Diagnosis of schizophrenia disorder as confirmed by physician interview.
 - Diagnosis of alcohol use disorder as confirmed by physician interview.
 - ii. Major Exclusion
 - IV drug use within 3 months of study entry
 - known Human Immunodeficiency Virus (HIV)
 - Known Hepatitis B or Hepatitis C
 - Hypersensitivity, allergy or suspected intolerance to olanzapine
 - Has taken opioid agonists (e.g., codeine, oxycodone, tramadol, or morphine) within the prior 14 days or anticipates needing to take opioid medication during the study period
 - Has used naltrexone (including ReVia/Depade and Vivitrol) within two months prior to screening; naloxone, acamprosate (Campral), disulfiram (Antabuse), or other medication for alcohol dependence within 14 days prior to screening; or has been admitted to an alcohol detoxification program within the past three months (including current treatment at screening)
 - females who are pregnant, planning to become pregnant, or breastfeeding,
 - subjects with current acute, serious, or unstable medical conditions, and subject considered a high risk for suicide
- c. If initial review of patient presents positive, staff will be responsible for contacting patient and informing patient of possible research trial and give patient basic study information.
- d. Staff will provide KU Clinical Trial Unit contact information verbally and mail recruitment material.

- c. Any further questions regarding the trial will be referred to KU Clinical Trial Unit for further explanation.

Section 2. METHOD OF BILLING AND PAYMENT.

- f. County will invoice KUMC monthly invoices no later than the 15th day of the following month.
- g. County will be responsible for tracking time spent on project and be responsible for invoicing the correct number of hours.
- h. County will bill KUMC at a rate of **\$26.97** an hour for **no more than five hours a week**. This rate is position based and includes salary, benefits and indirect cost. A Licensed Mental Health Technician will complete the duties under this contract. KUMC understands that COMCARE reserves the right to amend compensation if cost of personnel changes. Appendix C- Sedgwick County COMCARE Personnel Hourly Rates Cost Component by Title is attached.

Section 3. NOTIFICATION.

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: COMCARE of Sedgwick County
Attn: Marilyn Cook
635 N. Main.
Wichita, KS 67203-3752
PHONE (316) 660-7600
FAX (316) 383-7925

Sedgwick County Legal Department
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Contractor: KU medical Center Wichita Clinical Trial Unit
Attn: Matthew Macaluso, D.O.
1010 N. Kansas Ste. 1002
Wichita, KS 67214