

CLINICAL SUPERVISION AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2015, by and between Sedgwick County, Kansas ("COMCARE") and Brian Kerschen, LMSW, ("Employee").

WITNESSETH:

WHEREAS, Employee is currently a Licensed Master Social Worker employed by COMCARE and desires to obtain clinical supervision to achieve licensure as a Licensed Specialist Clinical Social Worker (LSCSW); and

WHEREAS, to obtain licensure as a LSCSW Employee will require a specific number of hours of post-graduate supervised clinical work experience in a clinical setting with a supervisor's attestation (clinical supervision) in accordance with the Kansas Behavioral Sciences Regulatory Board requirements; and,

WHEREAS, COMCARE desires to assist Employee to attain licensure as a LSCSW; and

WHEREAS, both COMCARE and Employee will benefit by Employee attaining licensure as a LSCSW;

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

SECTION 1: SERVICES.

COMCARE agrees to provide clinical supervision services to Employee, either through allocating current staff or contracting with an independent contractor to provide the services. COMCARE will ensure the individual designated to provide clinical supervision services to Employee will meet the necessary licensure requirements to provide clinical supervision in accordance with the State of Kansas Behavioral Sciences Regulatory Board (BSRB). Clinical supervision services will be provided in a manner consistent with BSRB requirements to include filing a Clinical Supervision Training Plan. Both parties expressly understand and agree that it is employee's responsibility to ensure supervision is provided consistent with BSRB standards. Employee should immediately notify COMCARE if supervision is not provided in a manner consistent with BSRB standards.

SECTION 2: CONSIDERATIONS FOR SERVICES

COMCARE and Employee expressly understand and agree that the clinical supervision services provided under this agreement have a value of \$50.00 per hour. Employee understands and agrees that clinical supervision provided by COMCARE is an investment in the Employee with the expectation that COMCARE will benefit from Employee's gained knowledge, skills and ability as a LSCSW. As a condition of COMCARE providing clinical supervision services Employee agrees to the following:

- 1) To test for LSCSW licensure as soon as Employee is eligible;
- 2) To continue full time employment with COMCARE for at least two years after obtaining LSCSW licensure or reimburse COMCARE for the cost of the clinical supervision services provided based on a rate of \$50.00 per hours of supervision provided by COMCARE not to exceed \$10,000; and
- 3) To provide clinical supervision services to other employees seeking their LSCSW licensure, upon request.

SECTION 3: TERM.

This agreement shall be for a term beginning upon signature of both parties and continuing until the conditions of the contract have been met.

SECTION 4: ASSIGNMENT.

Neither this agreement nor any rights or obligations under this agreement shall be assigned or transferred by either party without the prior written consent of the other.

SECTION 5: APPLICABLE LAW.

This agreement shall be governed by the laws of the State of Kansas.

SECTION 6: TERMINATION.

Either party to this agreement may cancel its obligations herein upon thirty (30) days prior written notice to the other party. In the event Employee provides notice of intent to terminate the agreement without cause prior to completion of the required clinical supervision services and/or testing for licensure, Employee is responsible for reimbursing COMCARE (monthly rate specified above) for the costs of any and all clinical supervision services provided to Employee under the terms of this agreement.

Exceptions to the repayment requirement may be made if termination is due to circumstances beyond the employee's control (i.e. medical emergencies, military reassignments). Upon request, the Executive Director of COMCARE will make the determination on whether a termination is due to circumstances beyond the control of the employee.

SECTION 7: TERMINATION FOR CAUSE.

If either party shall fail to fulfill in a timely and proper manner its obligations under this contract, the other party shall thereupon have the right to terminate this contract by promptly giving notice to the other party stating the reasons for termination and the effective date of termination; or, if COMCARE shall violate any of the terms, covenants, conditions, or stipulations of equal opportunity or fair labor standards, Employee shall thereupon have the right to terminate this

contract by promptly giving written notice to COMCARE of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any; or, any of the terms, covenants, conditions, or stipulations of equal opportunity or fair labor standards. If the agreement is terminated due to a confirmed violation of the terms, covenants, conditions, or stipulations of equal opportunity or fair labor standards by COMCARE Employee is not liable to reimburse COMCARE for costs incurred; however, if agreement is terminated for any reason other than violation of equal opportunity or fair labor standards Employee is responsible for reimbursing COMCARE (at \$50.00 per hour) for the costs of any and all clinical supervision services provided to Employee under the terms of this agreement.

SECTION 8: AMENDMENTS TO AGREEMENT.

To provide necessary flexibility for the most effective execution of this contract, whenever COMCARE and Employee mutually agree, changes to this agreement may be effected by placing them in written form and incorporating them into this contract.

SECTION 9: 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.

Sedgwick County, Kansas

Employee:

Richard Ranzau, Chairman
Board of County Commissioners

Brian K. Kerschen, LMSW 11/12/14
Brian Kerschen, LMSW Date

Approved as to Form:

Attested To:

Jennifer Magaña
Jennifer Magaña, Deputy County Counselor

Kelly B. Arnold, County Clerk