

## **AGREEMENT TO PROVIDE AFTER HOURS MENTAL HEALTH EMERGENCY SERVICES**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2015 by and between the Sedgwick County ("COMCARE") and Southwest Guidance Center. ("Contractor").

WITNESSETH:

WHEREAS, Sedgwick County's Comprehensive Community Care (COMCARE) desires to make available certain mental health services to residents of Seward, Stevens, Haskell, and Meade Counties; and

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

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

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

1. **Purpose:** COMCARE agrees to provide professional inpatient preadmission screening services seven days a week twenty four hours a day and after hours emergency services during the hours of 5:00pm to 8:00am Monday through Thursday, from 2:00pm Friday to 8:00am Monday, and on all holidays for Seward, Stevens, Haskell, and Meade County residents.

2. **Term:** Services hereunder shall commence June 1, 2015 and shall conclude July 31, 2016. The contract may continue for a reasonable time after June 30, 2016, if both parties agree to continue operating under the same terms of this contract while they are actively developing a new contract. Any party may terminate this agreement at any time upon thirty (30) day's written notice to each of the other parties. Said notice of termination shall set forth the termination date.

3. **Compensation:** Contractor agrees to pay an \$800.00 monthly fee to COMCARE for the administrative, equipment, and staffing costs associated with the services being provided under this agreement. Contractor expressly understands and agrees that COMCARE will bill the appropriate MCO for the screens completed in accord with Medicaid regulations. Contractor agrees to reimburse COMCARE \$2.00 per minute of actual phone usage, and \$35.00 per inpatient screen. Services to be reimbursed include all consultation and communication with regard to residents of Seward, Stevens, Haskell, and Meade Counties requesting or requiring mental health emergency services. Such consultation may be with residents requiring service, members of their family, Contractor staff, law enforcement officers, hospital personnel, or other community professionals. Contractor also agrees to reimburse COMCARE \$2.00 per minute for time spent by COMCARE Master Level Mental Health Professional in providing face-to-face after-hours emergency services to Contractor's client or Seward, Stevens, Haskell, and Meade County resident when there is no third part insurance available for reimbursement. Fees charged

for face to face interventions provided by COMCARE will not exceed a total of 90 minutes (\$180.00) per intervention on any single day.

Service	Rate
Administrative Fee	\$800.00 per month
Inpatient Screen	\$35.00 per screen
After-hours Emergency Services (Phone)	\$2.00 per minute
After-hours Emergency Services (Face-to-Face)	\$2.00 per minute

**4. Professional Liability Insurance and Indemnification:** COMCARE agrees to indemnify and hold harmless Contractor from any claim, expense or liability arising out of negligence or malpractice on the part of COMCARE or on the part of any person subject to its control or supervision. Contractor hereby agrees to indemnify and hold harmless COMCARE, its agents and employees from any claim or liability arising by virtue of any alleged negligence or malpractice on the part of Contractor, to the fullest degree such indemnification is allowed by law. At all times, a current certificate of insurance shall be furnished by Contractor to COMCARE reflecting such coverage in an amount and form acceptable to COMCARE. COMCARE shall provide Contractor with a certificate reflecting COMCARE's insurance coverage. Neither the purchase of insurance by Contractor 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 COMCARE 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 COMCARE by Contractor hereunder shall not exceed the maximum liability for COMCARE established by K.S.A. 75-6105, as amended.

**5. Confidentiality:** COMCARE expressly understands and agrees that during the course of provision of these services its employees 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 undertaking 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 COMCARE may be exposed to through the provision of services under this contract shall be strictly regarded as confidential and held in confidence and safekeeping.

**6. Independent Contractor:** COMCARE and Contractor agree that COMCARE renders professional services under this agreement as an independent contractor and not as an officer, agent, or employee of Contractor.

7. **Governing Law:** This agreement shall be enforced and construed according to the laws of the State of Kansas.

8. **Modification or Amendment:** This agreement may not be modified or amended except in writing signed by the parties hereto. To provide the necessary flexibility for the most effective execution of this contract, whenever both COMCARE and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract as soon as practicable.

9. **Incorporation of Appendices:** Appendix A- Scope of Services is attached hereto and made a part hereof as if fully set out herein.

IN WITNESS WHEREOF, COMCARE and Contractor have executed this contract as of the day and year first above written.

ATTEST:

SEDGWICK COUNTY, KANSAS:

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

\_\_\_\_\_  
Richard Ranzau, Chairman  
Sedgwick County Board of Commissioners

APPROVED AS TO FORM ONLY:

SOUTHWEST GUIDANCE CENTER

  
\_\_\_\_\_  
Michael North, Assistant County Counselor

  
\_\_\_\_\_  
Leslie Bissell, Executive Director

## **APPENDIX A- Scope of Services**

It is mutually agreed by and between COMCARE and Contractor that it is the purpose of this contract for COMCARE to provide inpatient preadmission screening and after hours emergency mental health services for residents of Seward, Stevens, Haskell, and Meade Counties between 5:00pm and 8:00am Monday through Thursday, 5:00pm on Friday to 8:00am on Monday, and all holidays. The services shall be provided via telephone and/or at COMCARE's Crisis location, 934 N. Water.

### **1. INPATIENT PREADMISSION SCREENING**

A. COMCARE agrees to provide professional inpatient preadmission screening services during the hours of 5:00 pm to 7:00 am weekdays and on weekends and holidays for Seward, Stevens, Haskell, and Meade County residents. Contractor expressly understands and agrees that COMCARE will bill Kansas Health Solutions for the screens completed in accord with Medicaid regulations.

B. Contractor expressly understands and agrees they will be responsible for providing all inpatient preadmission screens called in prior to 5:00 pm or after 8:00 am weekdays for Seward, Stevens, Haskell, and Meade County residents.

C. Contractor shall notify COMCARE electronically or by fax of their holiday schedule at least two weeks before the scheduled holiday.

D. Contractor expressly understands and agrees to pay for patient transportation costs to hospitals and other facilities as established by Contractor's written transportation protocol and scheduled by COMCARE. Contractor agrees that COMCARE is not responsible for providing and/or paying for transportation services for non-Sedgwick County residents.

E. Contractor agrees to provide an emergency contact name and phone number for COMCARE staff in case COMCARE is unable to reach Contractor's on call staff. Contractor shall also provide COMCARE with the contact information for their on-call physician.

### **2. AFTER HOURS MENTAL HEALTH EMERGENCY SERVICES**

A. COMCARE agrees to provide after hours emergency mental health services during the hours of 5:00 pm to 8:00 am Monday through Thursday, 3:00 pm Friday to 8:00 am Monday, and on weekends and holidays for Seward, Stevens, Haskell, and Meade County residents.

B. These services shall include:

- a. Crisis intervention, counseling, and consultation to clients of Contractor, or residents of Seward, Stevens, Haskell, and Meade Counties;
- b. Consultation to professional staff members of Contractor;
- c. Consultation and referral to professional caregivers, law enforcement agencies, and other service organizations regarding mental health emergency situations; and
- d. Answering service, information, and referral.

C. COMCARE agrees that services provided under this agreement shall be provided by Master Level Mental Health Professionals and Case Managers. Telephone contacts will primarily be 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 Seward, Stevens, Haskell, and Meade County residents will be provided by the COMCARE Master Level Mental Health Professional.

D. Contractor agrees to make available to COMCARE the names of and method of contacting designated Contractor staff members who shall make themselves available after hours for consultation, face-to-face intervention, screening assessments on behalf of Contractor clients or other residents of Seward, Stevens, Haskell, and Meade Counties. In addition, Contractor agrees to make available to COMCARE information concerning procedures for hospitalizing residents of Seward, Stevens, Haskell, and Meade Counties, including contact information for physicians responsible for authorizing any necessary hospital admissions.

E. COMCARE shall maintain a record of each call or intervention provided 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 a written summary of such information to Contractor on a monthly basis.

F. Contractor agrees to provide COMCARE current information regarding agencies, organizations, and other community resources serving Seward, Stevens, Haskell, and Meade Counties 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 as changes occur.

G. Contractor agrees to provide COMCARE "client alerts" on any client who may be at risk, frequent callers, or clients requiring special instructions per Contractor staff.

H. COMCARE will be responsible for all internal telephone equipment expense, telephone line charges, and other telephone expenses necessary to provide after-hours telephone coverage for Contractor. Contractor understands and agrees that COMCARE may use their existing telephone equipment, recognizing they may not have law enforcement tracing ability.

I. 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.