

COMMUNITY-BASED MENTAL HEALTH SERVICES AGREEMENT

This Agreement is entered into this _____ day of _____, 2015, by and between the Kansas Department of Corrections, ("KDOC") and Sedgwick County, Kansas, on behalf of Comprehensive Community Care of Sedgwick County, Kansas (COMCARE).

WITNESSETH THAT:

WHEREAS, it is the desire and goal of the parties hereto to establish an office site for a COMCARE KDOC Liaison at the KDOC facility located at 212 S. Market, Wichita, KS 67202; and

NOW, THEREFORE, in consideration of the premises and of mutual agreements, covenants, representations, and warranties set forth herein, the parties hereto covenant and agree as follows:

1. Purpose. COMCARE, as the community mental health center for Sedgwick County, the KDOC Liaison collaborates with the Parole officers in the Wichita location and provides services to clients currently on parole. The KDOC facility has office space available and would like to make it accessible for use by COMCARE Liaison staff.
2. Term. This Agreement shall be effective May 1, 2015 and shall terminate on April 30, 2016. This agreement will then automatically renew for successive one (1) year terms unless either party gives sixty (60) days written notice of intent to not renew to the other party prior to the end of the then current term. Furthermore, this Agreement may be terminated by any party without cause upon providing 30 days written notice of intent to terminate to the other parties.
3. Access To Facilities And Clients.
 - a. KDOC agrees to provide appropriate space for the employees of COMCARE co-located at their facility. At a minimum, KDOC will provide: a room to secure files and complete documentation, and access to the internet and a phone line. Additionally, KDOC agrees to provide mail distribution for COMCARE staff, as appropriate. KDOC will provide employee of COMCARE with necessary access to the building. COMCARE will provide office furniture and computer equipment for COMCARE staff's usage.
4. Billing for Mental Health Services. COMCARE will be responsible for billing and collections for services provided through COMCARE. KDOC will have no obligation to pay for services provided through COMCARE. In addition, COMCARE has no financial obligation to KDOC as a result of this agreement.

5. Ownership of Records. All records generated by employees of COMCARE shall remain the exclusive property of COMCARE and will not be considered KDOC records. Likewise, all KDOC records shall remain the exclusive property of KDOC.
6. Confidentiality. All federal and state confidentiality requirements, including but not limited to, those outlined in the Healthcare Insurance Portability and Accountability Act (HIPAA) will be followed by all parties. All parties understand and agree that employees of COMCARE cannot share information with KDOC personnel regarding a client's probation violations if this information was obtained through clinical services, except in cases where the information indicates a danger to the client or others.
7. Indemnity. Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.
8. Notices. Any notices required by this Agreement shall be as follows:

Any notices to KDOC shall be addressed and sent as follows:

KDOC
ATTN: Sally Frey
212 S. Market
Wichita, KS 67202

Any notices to COMCARE shall be addressed and sent as follows:

COMCARE of Sedgwick County
ATTN: Marilyn Cook, Executive Director
635 N. Main
Wichita, KS 67203

and

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

9. Captions. The headings and captions in this Agreement are solely for ease of reference and shall not be utilized in construing or interpreting the terms and provisions hereof.

10. Assignability. This Agreement may not be assigned by any party without the prior written consent of all other parties to this Agreement.
11. Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any previous Agreements between the parties. This Agreement may not be amended in any way by any of the parties except in writing and signed by all parties.
12. Construction of Agreement. This Agreement shall be construed in accordance with the laws of the State of Kansas.
13. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
14. Waiver of Contractual Right. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement to be effective as of the day and year first above written.

KDOC:

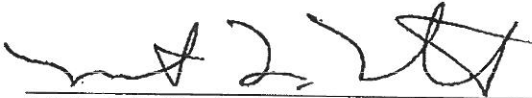
SEDGWICK COUNTY, KANSAS:



Richard Ranzau, Chairman
Board of County Commissioners

APPROVED AS TO FORM ONLY:

ATTEST:



Michael L. North, Assistant County Counselor

Kelly B. Arnold, County Clerk