

REGIONAL RECOVERY SUPPORT CENTER AGREEMENT

by and between:

SEDGWICK COUNTY, KANSAS
and
SOUTH CENTRAL MENTAL HEALTH COUNSELING CENTER, INC.

This Agreement made and entered into this ____ day of _____, 2017, by and between Sedgwick County, Kansas ("County") and South Central Mental Health Counseling Center, Inc. ("SCMHCC").

WITNESSETH:

WHEREAS, SCMHCC was selected from the Kansas Department for Aging and Disability Services ("KDADS") for the Governor's Mental Health Initiative to be a Regional Recovery Support Center ("RRSC") which encompasses Sedgwick County, Kansas, among others; and

WHEREAS, in accord with KDADS, SCMHCC was given a goal to enhance a strength-based recovery environment for individuals and families served through the community mental health system; and

WHEREAS, in exchange for planning and data reporting, the RRSC which is, in this case, the South Central Mental Health Counseling Center, is obligated to allocate Federal Mental Health Block Grant (MHBG) (CFDA 93.958) funds for the RRSC process to each of the community mental health centers in the region in an amount equal to the total combined amount of the block grant funds each mental health center received in state fiscal year 2017 as stated in the third amendment to the Participating Community Mental Health Center (CMHC) 2017 agreement, page eight, section one, D. II Federal Mental Health Block Grant (MHBG); and

WHEREAS, County warrants that it is capable of providing the services hereinafter described.

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

1. Contractual Relationship. It is agreed that the legal relationship between SCMHCC and County is of a contractual nature. Both parties assert and believe that County is acting as an independent contractor in providing the services and performing the duties required by SCMHCC hereunder.

2. Purpose and Scope of Work. County shall provide those services set forth in Appendix B, attached hereto and incorporated herein by reference as part of this Agreement. The parties agree that time is of the essence in County's performance of this Agreement.

3. Term. The term of this Agreement shall be for one (1) year, commencing July 1, 2016, and ending June 30, 2017.

4. Compensation. SCMHCC agrees to pay and County agrees to accept as compensation for goods and services provided pursuant to this Agreement THREE HUNDRED ONE THOUSAND TWO HUNDRED SIX DOLLARS AND NO CENTS (\$301,206.00). These funds cover all of County's time, labor

and equipment, travel, and all other expenses associated with the provision of goods, equipment and/or services, and shall be the sole compensation rendered to County hereunder.

5. Incorporation of Documents. Appendix A (Sedgwick County Mandatory Contractual Provisions Attachment) and Appendix B (Purpose and Outcomes) are attached hereto and made a part hereof as if fully set forth herein.

6. Notification. Notifications required pursuant to this Agreement 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: Contract Notification
934 N. Water
Wichita, Kansas 67203

and

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

SCMHCC: South Central Mental Health Counseling Center
Attn: Dan Rice, Executive Director
217 Ira Court
Andover, KS 67002

7. Termination. Either party shall have the right to terminate this Agreement for convenience in whole, or from time to time, in part, upon thirty (30) days' written notice. Upon receipt of such termination notice, County shall not incur any new obligations and shall cancel as many outstanding obligations as reasonably possible.

8. Hold Harmless. Each party shall indemnify the other, and its elected and appointed officials, officers, managers, members, employees and agents, against any and all loss or damage to the extent such loss and/or damage arises out of either party's negligence and/or willful, wanton or reckless conduct in the provision of goods and equipment or performance of services under this Agreement. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements.

9. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

10. Assignment. Neither this Agreement nor any rights or obligations created by it shall be assigned or otherwise transferred by either party without the prior written consent of the other. Any attempted assignment without such consent shall be null and void.

11. Amendments. Neither this Agreement nor any rights or obligations created by it shall be amended by either party without the prior written consent of the other. Any attempted amendment without such consent shall be null and void.

12. Severability Clause. In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

13. Waiver. Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by either party shall not constitute a waiver.

14. Force Majeure. County shall not be held liable if the failure to perform under this Agreement arises out of causes beyond the control of County. Causes may include, but are not limited to, acts of nature, fires, tornadoes, quarantine, strikes other than by County's employees, and freight embargoes.

15. Order of Preference. Any conflict to the provisions of this Agreement and the documents incorporated by reference shall be determined by the following priority order:

- a. Sedgwick County Contractual Provisions Attachment
- b. Written modifications and addenda to the executed Agreement
- c. This Agreement document

16. Nondiscrimination and Workplace Safety. Heartspring agrees to abide by all federal, state and local laws, rules and regulations prohibiting discrimination in employment and controlling workplace safety. Any violation of applicable laws, rules or regulations may result in termination of this Agreement for cause.

17. Retention of Records. Unless otherwise specified in this Agreement, both parties agree to preserve and make available at reasonable times all of its books, documents, papers, records and other evidence involving transactions related to this Agreement for a period of five (5) years from the date of expiration or termination of this Agreement.

Matters involving litigation shall be kept for one (1) year following termination of litigation, including all appeals, if the litigation exceeds five (5) years.

18. Ownership of Data. All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by either party in relation to this Agreement shall be owned by County and shall be handed over and/or returned to County upon the expiration or termination of this Agreement. SCMHCC shall not release any such materials without written approval of the County.

19. Intellectual Property Rights. As applicable, all original software, software code, and/or intellectual property developed or created by County in relation to this Agreement shall remain the sole property of the County. SCMHCC shall surrender all original written materials, including, but not limited to any reports, studies, designs, drawings, specifications, notes, documents, software and documentation, computer-based training modules, electronically or magnetically recorded material, and any and all intellectual property to County upon the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

SEDGWICK COUNTY, KANSAS

SOUTH CENTRAL MENTAL HEALTH
COUNSELING CENTER, INC.

David M. Unruh, Chairman
Commissioner, First District

Dan Rice

Dan Rice, Executive Director

APPROVED AS TO FORM ONLY:

Misha C. Jacob-Warren

Misha C. Jacob-Warren
Assistant County Counselor

ATTESTED TO:

Kelly B. Arnold
County Clerk

APPENDIX A
SEDGWICK COUNTY MANDATORY 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 the Sedgwick County Mandatory Contractual Provisions Attachment, which is attached hereto, are hereby incorporated in this Agreement and made a part thereof. In the event of conflict between the provisions of this Agreement and the Sedgwick County Mandatory Contractual Provisions Attachment, the terms of the Sedgwick County Mandatory Contractual Provisions Attachment will control. "

The parties agree that the following provisions are hereby incorporated into the Agreement 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 Agreement in which this attachment is incorporated.
2. **Choice of Law:** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this Agreement will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.
3. **Termination Due To Lack of Funding Appropriation:** If, in the judgment of the Chief Financial Officer, sufficient funds are not appropriated to continue the function performed in this Agreement and for the payment of the charges hereunder, County may terminate this Agreement at the end of its current fiscal year. County agrees to give written notice of termination to SCMHCC at least thirty (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 for in the Agreement, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. SCMHCC shall have the right, at the end of such fiscal year, to take possession of any equipment provided to County under the Agreement. County will pay to SCMHCC all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any related equipment. Upon termination of the Agreement by County, title to any such equipment shall revert to SCMHCC at the end of County's current fiscal year. The termination of the Agreement pursuant to this paragraph shall not cause any penalty to be charged to the County or the SCMHCC.
4. **Disclaimer of Liability:** County shall not hold harmless or indemnify SCMHCC beyond that liability incurred under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
5. **Acceptance of Agreement:** This Agreement shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
6. **Arbitration, Damages, Jury Trial and Warranties:** Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Notwithstanding any language to the contrary, no interpretation shall be allowed to find the County has consented to a jury trial to resolve any disputes that may arise hereunder. SCMHCC waives its right to a jury trial to resolve any disputes that may arise hereunder. No provision of any Agreement and/or this Contractual Provisions Attachment will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit implied warranties of merchantability and fitness for a particular purpose.
7. **Representative's Authority to Contract:** By signing this Agreement, the representative of SCMHCC thereby represents that such person is duly authorized by SCMHCC to execute this Agreement on behalf of SCMHCC and that SCMHCC agrees to be bound by the provisions thereof.
8. **Federal, State and Local Taxes:** Unless otherwise specified, the proposal price shall include all applicable federal, state and local taxes. SCMHCC shall pay all taxes lawfully imposed on it with respect to any product or service delivered in accordance with this Agreement. County is exempt from state sales or use taxes and federal excise taxes for direct purchases. These taxes shall not be included in the Agreement. Upon request, County shall provide to the SCMHCC a certificate of tax exemption.

County makes no representation as to the exemption from liability of any tax imposed by any governmental entity on the SCMHCC.
9. **Insurance:** County shall not be required to purchase any insurance against loss or damage to any personal property to which this Agreement relates, nor shall this Agreement require the County 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.*), SCMHCC shall bear the risk of any loss or damage to any personal property to which SCMHCC holds title.
10. **Conflict of Interest:** SCMHCC shall not knowingly employ, during the period of this Agreement or any extensions to it, any professional personnel who are also in the employ of the County and providing services involving this Agreement or services similar in nature to the scope of this Agreement to the County. Furthermore, SCMHCC shall not knowingly employ, during the period of this Agreement or any extensions to it, any County employee who has participated in the making of this Agreement until at least two years after his/her termination of employment with the County.
11. **Confidentiality:** SCMHCC may have access to private or confidential data maintained by County to the extent necessary to carry out its responsibilities under this Agreement. SCMHCC must comply with all the requirements of the Kansas Open Records Act (K.S.A. 42-215 *et seq.*) in providing services and/or goods under this Agreement. SCMHCC shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this Agreement shall be disseminated by either party except as authorized by statute, either during the period of the Agreement or thereafter. SCMHCC must agree to return any or all data furnished by the County promptly at the request of County in whatever form it is maintained by SCMHCC. Upon the termination or expiration of this Agreement, SCMHCC shall not use any of such data or any material derived from the data for any purpose and, where so instructed by County, shall destroy or render such data or material unreadable.
12. **Cash Basis and Budget Laws:** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and all other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the

County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

13. **Anti-Discrimination Clause.** SCMHCC 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 and 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 SCMHCC 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 Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto; and (f) if it is determined that the SCMHCC has violated applicable provisions of the ADA, such violation shall constitute a breach of the Agreement and the Agreement may be cancelled, terminated or suspended, in whole or in part by County, without penalty thereto.

Parties to this Agreement understand that the provisions of this paragraph 13 (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 this Agreement or whose contracts with the County cumulatively total \$5,000 or less during the County’s fiscal year.

14. **Suspension/Debarment.** SCMHCC acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from federal financial and nonfinancial assistance and benefits under federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the SCMHCC has been excluded from the system and any federal funding received or to be received by the County in relation to this Agreement prohibits the County from contracting with any SCMHCC that has been so listed. In the event the SCMHCC is debarred or suspended under the SAM, the SCMHCC shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision of this Agreement. County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. SCMHCC shall be responsible for determining whether any sub-contractor performing any work for SCMHCC pursuant to this Agreement has been debarred or suspended under the SAM and to notify County within the same five (5) business days, with the County reserving the same right to terminate for breach as set forth herein.
15. **HIPAA Compliance.** SCMHCC agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended (“HIPAA”); privacy and security regulations promulgated by the United States Department of Health and Human Services (“DHHS”); title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended (“HITECH Act”); the Genetic Information Nondiscrimination Act of 2008 (“GINA”); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended (collectively referred to as “HIPAA”), to the extent that the SCMHCC uses, discloses or has access to protected health information as defined by HIPAA. Under the final Omnibus Rule effective March 2013, SCMHCC may be required to enter into a Business Associate Agreement pursuant to HIPAA.
16. **Compliance with Law.** SCMHCC shall comply with all applicable local, state and federal laws and regulations in carrying out this Agreement, regardless of whether said local, state and federal laws are specifically referenced in the Agreement to which this attached is incorporated.
17. **Tax Set-Off.** If, at any time prior to or during the term of any executed agreement, SCMHCC is delinquent in the payment of real and/or personal property taxes to Sedgwick County, and the delinquency exists at the time payment is due under the agreement, County will offset said delinquent taxes by the amount of the payment due under the agreement and will continue to do so until the delinquency is satisfied, pursuant to K.S.A. 79-2012.

APPENDIX B

PURPOSE AND OUTCOMES

1. PURPOSE

It is mutually agreed by and between County and SCMHCC that it is the purpose of this contract to enhance a strengths-based recovery environment for individuals and families served through the community mental health system.

2. GENERAL PROVISIONS.

- A. It is understood that the Regional Recover Centers shall reassess their goals and objectives and identify no more than five goals. One goal shall address crisis services. Outcome Measures for Regional Recovery Centers were developed following the needs assessment and agreement on the regional plan. Outcomes must be realistic, achievable, and measurable with existing data.
- B. It is understood that if any new data is needed, the regional recovery support center shall use its administrative funding to pay for cost associated with data collection. Each CMHC shall agree to actively participate in the implementation of regional plan.