

**CONTRACTUAL AGREEMENT  
BETWEEN  
UNIFIED SCHOOL DISTRICT NO. 259, SEDGWICK COUNTY, KANSAS  
AND  
BOARD OF COUNTY COMMISSIONERS, SEDGWICK COUNTY, KANSAS**

**THIS AGREEMENT** effective this 1<sup>st</sup> day of July, 2018, by and between Unified School District No. 259, Sedgwick County, Kansas ("USD 259") and the Board of County Commissioners, Sedgwick County, Kansas, ("Comcare").

**RECITALS**

Pursuant to K.S.A. 2017 Supp. 72-1131, USD 259 is a Kansas unified school district possessing the usual powers of a corporation for public purposes which provides educational services to its students; and

Comcare is a Kansas governmental entity which provides mental health services to children and their families, including certain students of USD 259; and

Comcare and USD 259 have concluded that it is in their mutual best interest to work collaboratively in the provision of certain behavioral, emotional, and academic services to students of USD 259 who are also clients of Comcare; and

USD 259 agrees to provide space to Comcare employees to work with those referred for services; and

USD 259 possesses and maintains certain records and information related to its students as part of the provision of educational services; and

Comcare possesses and maintains certain records and information related to its clients as part of the provision of mental health services; and

Comcare and USD 259 have determined that their shared objectives to make a positive meaningful change in the lives of students of USD 259 who are also clients of Comcare will be significantly enhanced and furthered by and through an arrangement in which the parties share and exchange certain information, on a limited basis; and

Comcare and USD 259 have concluded that USD 259 students identified by USD 259, in its discretion, as being in need of mental health care services would derive substantial benefit from an assessment by a provider or a qualified mental healthcare professionals, such as Comcare; and

Comcare has agreed that should USD 259 refer a student for a mental health assessment, Comcare will provide the assessment within a reasonable period of time under the circumstances; and

The 2018 Kansas Legislature appropriated certain funds to be used for a Mental Health Intervention Team Pilot Program ("Program"); and

The Commissioner of Education of the State of Kansas is charged with executing necessary memoranda of understanding ("MOUs") with school districts who have been selected to participate in the Program; and

USD 259 has been selected to participate in the Program; and

USD 259 has entered into an MOU with the Commissioner of Education; and

The MOU provides that the Commissioner of Education will pay funds appropriated by the State to USD 259 to fund the cost of USD 259's operation of the Program; and

A portion of the funds allocated under the MOU to USD 259 is designated to be used to compensate Comcare for services Comcare will perform under this Agreement.

## **TERMS AND CONDITIONS**

The parties hereto agree as follows:

**Section 1. Purpose and Scope: Information Sharing and Referrals.** The parties intend to share, on a limited basis, confidential information regarding USD 259 students and in some cases, their families.

(a) For its part, Comcare, prior to sharing confidential information, will obtain an appropriate release of information executed by the parent or legal guardian of the student in accordance with applicable state and federal law. Comcare further agrees to provide a copy of any executed release of information documents to USD 259.

(b) The release of information documents will be sent to a centralized location designated by USD 259 and USD 259 will indicate in writing that the releases have been completed.

(c) The parties understand that the release of information document may be revoked by the parent or legal guardian of the student at any time. Upon notice of revocation, all information sharing between the parties will be terminated with regard to that student.

(d) Comcare will limit its access to and use of information to the information provided by the parties as more fully set forth in Section 13.

(e) Comcare warrants that it will not download or save any of the data or other information provided by USD 259 in connection with this Agreement.

(f) USD 259 shall facilitate referral of students identified in need of mental health services as appropriate through referrals to Comcare. Comcare will outreach the families or guardians to determine if mental health services are needed and/or desired.

**Section 2. Purpose and Scope: School Liaison.** The School Liaison with USD 259 will be responsible for:

(a) Identifying appropriate referrals for the team to engage;

(b) Acting as a liaison between USD 259 and Comcare and being the point person for communication between the two groups;

(c) Helping Comcare staff understand and negotiate USD 259's school system and procedures;

(d) Triage of prospective referrals and deciding with Comcare staff how to prioritize interventions for identified students;

(e) Helping school personnel understand the role of Comcare staff in this project;

(f) Facilitating connections between the identified students' families and Comcare staff;

(g) Troubleshooting any problems that arise and work with Comcare to resolve them;

(h) Gathering outcomes to monitor the effectiveness of the program;

(i) Follow up with the child welfare contacts if a child has moved schools to get educational history;

(j) Be an active part of the school intervention team and relay information back to Comcare staff.

**Section 3. Purpose and Scope: Clinical Therapist.** The Clinical Therapist at Comcare will be responsible for:

(a) Helping the School Liaison identify appropriate referrals to the Program based on one or more areas of concern:

(i) Harm to self or others

(ii) Trauma experience or history of trauma

(iii) Emotion management

(iv) Stress management

(v) Anger management

(vi) Impulse control

(vii) Increasing social skills

(b) Triage with the School Liaison to prioritize treatment interventions for identified students;

(c) Working with the School Liaison to connect with the families or child welfare contracts to get appropriate consent to treat;

(d) Conducting a clinical assessment of an identified student and make appropriate treatment recommendations;

(e) Engaging with the student, family or child welfare contact in clinical interventions as identified on the treatment plan.

(f) Providing individual and family therapy;

(g) Administering scales or tests to detect areas of concern with depression, anxiety, self-harm or other areas as identified;

(h) Making referrals to other treatment modalities as appropriate;

(i) Communicating with school personnel who are involved in the student's life to help them understand the diagnosis, family circumstance and suggested interventions as is appropriate;

(j) Gathering outcome data to monitor the effectiveness of the Program;

(k) Coordinating with the Case Manager to identify ways for the therapist to support the student and family;

(l) Providing therapy services as determined by the student's treatment plan;

(m) Maintaining the treatment plan and necessary treatment protocols required by Comcare.

**Section 4. Purpose and Scope: Case Manager.** The Case Manager at Comcare will be responsible for:

(a) Working with the School Liaison and Clinical Therapist to identify students and triage priorities for treatment;

(b) Outreach to students, families and child welfare contacts to help engage in treatment;

(c) Participating in the treatment planning process;

(d) Communicating with the Liaison and school personnel when appropriate about student needs, interventions and progress;

(e) Helping maintain communication between all entities including family, student, school, clinician, child

welfare and community;

- (f) Maintaining the treatment plan and necessary treatment protocols required by Comcare;
- (g) Making referrals to appropriate community resources;
- (h) Helping reconnect students and families to resources when they are not following through with the treatment process;
- (i) Helping the families negotiate barriers to treatment;
- (j) Engaging with the student in the classroom, the home or the community to help build skills whenever needed.

**Section 5. Reports.** No later than the 10<sup>th</sup> day of September, October, November, December, January, February, March, April, May and June, Comcare will submit a report to USD 259 that contains the following information:

- (a) name of student served in the previous month;
- (b) the date(s) services were provided;
- (c) amount of time services were provided on each date that services were provided.

**Section 6. Compensation.** USD 259 will pay to Comcare for the 2018-2019 school year the sum of \$1,029,000 in 10 equal payments. Each monthly payment will be made no later than 10 days following the date the reports referred to in Section 5 are provided to USD 259 by Comcare.

**Section 7. Sole Source of Funding.** The funding to pay Comcare under the terms of this Agreement is limited to funds USD 259 receives from the Commissioner of Education pursuant to the MOU, and payment to Comcare will be made from no other USD 259 sources of funding. USD 259 will notify Comcare as soon as USD 259 becomes aware that it will not receive funds from the Commissioner of Education pursuant to the MOU to pay Comcare. Comcare will not be obligated to provide services under this Agreement on and following the date it receives notice that funds are not available to pay Comcare for services.

**Section 8. Term.** This Agreement shall be effective July 1, 2018, and shall end on June 30, 2019. Thereafter, the terms of this Agreement may be renewed, in writing, on an annual basis by agreement of the Parties. Either party may terminate this Agreement if the other party breaches a provision of this Agreement, and the breach is not cured within 30 days of the date a written notice of the breach is served on the breaching party by the other party. Termination based on a breach will be in writing served on the breaching party.

**Section 9. Mutual Agreement – Independent Contractor.** The parties agree that in the performance of its obligations under this Agreement, Comcare is an independent professional mental health care provider offering services to USD 259 students as set forth in its Articles of Incorporation. As such, Comcare is not an agent or employee of USD 259. USD 259 shall neither have nor exercise any control over the professional judgment or practice of Comcare and its employees.

**Section 10. Licensure and Certification.** Comcare shall maintain any certification, registrations, or licenses as required by law and shall remain in good standing in their profession during the term of this Agreement. Additionally, Comcare shall inform USD 259 of any changes to such certifications, registrations or licenses to the extent such disclosures or documents are not confidential, privileged, or otherwise immune to disclosure under state or federal law.

### **Section 11. Liability for Loss.**

(a) Comcare shall not be liable or obligated to USD 259 for losses or damages incurred by USD 259 under this Agreement, unless such damage arises from any willful act or omission or negligence of Comcare, its officers, employees or agents, in which event Comcare shall be liable to USD 259 for such losses or damages sustained therefrom; provided, that Comcare in no event shall be subject to any liability greater than that found in the Kansas Tort Claims Act, K.S.A. 75-6101 et seq., and amendments thereto.

(b) USD 259 shall not be liable or obligated to Comcare for losses or damages incurred by Comcare under this Agreement, unless such damage arises from any willful act or omission or negligence of USD 259, its Board of Education, employees or agents, in which event USD 259 shall be liable to Comcare for such losses or damages sustained there from; provided that USD 259 in no event shall be subjected to any liability greater than found in the Kansas Claims Tort Act, K.S.A. 75-6101 et seq., and amendments thereto.

(c) No third party may enforce or rely upon any obligation of, or the exercise of or failure to exercise any right of the parties herein. This Agreement is not intended to create any rights of a third party beneficiary.

**Section 12. Assignment of Risk and Professional Obligations.** This Agreement is subject to the laws, rules, and regulations imposed by governmental authorities or professional associations for Comcare employees or agents providing services under this Agreement. Comcare will maintain at all times during the term of this Agreement and any extension or renewal the following insurance coverage:

- (i) workers' compensation insurance in an amount not less than \$500,000;
- (ii) automobile liability insurance in an amount not less than \$500,000 per occurrence;
- (iii) commercial general liability insurance for bodily injury, personal injury, death, property damage, and the errors, acts and omissions of Comcare, its officials, officers, employees, agents and subcontractors, including coverage for abuse and molestation in an amount not less than \$500,000 per occurrence.

USD 259 will be named as an additional insured to the automobile liability and general commercial liability insurance policies. Comcare will provide USD 259 with certificates of insurance that evidence that Comcare carries the insurance listed above in amounts not less than those specified above and that name USD 259 as an additional insured to the automobile liability and general commercial liability insurance policies.

USD 259 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this Agreement require USD 259 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.), the vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor holds title.

**Section 13. Confidentiality.** Except for those billing activities permitted under law, neither party shall release any information about a student nor his or her medical care or treatment to any third party unless required under law. Comcare and USD 259 agree to adhere to all confidentiality statutes, rules, ordinances and regulations related to the disclosure of records or confidential information pertaining to students and families, including but not limited to the provisions of the Family Educational Rights and Privacy Act (FERPA) and the Health Insurance Portability and Accountability Act (HIPAA).

**Section 14. HIPAA Compliance** In instances where Comcare receives Protected Health Information (PHI) from USD 259, Comcare agrees that it shall:

- (a) comply with the applicable provision of the Administrative simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. 1320d through d-8 (HIPAA), and the requirements of any regulations promulgated thereunder.
- (b) Not use or further disclose any PHI concerning a patient other than as permitted by this Agreement, the requirements of HIPAA and/or applicable federal regulations. CMHC shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provided for by this Agreement.
- (c) Promptly report to USD 259 any violations, use and/or disclosure of a student's PHI not provided for by this Agreement as soon as practicable, upon becoming aware of the improper violation(s), use(s) and/or disclosure(s).

**Section 15. Dispute Resolution.** In the event of a conflict or dispute arising under the execution or performance of the terms of this Agreement, the parties agree to meet and confer in good faith, in order to identify and resolve the conflict, prior to seeking alternative methods of conflict resolution.

**Section 16. Non-Discrimination.** The parties agree that they shall not discriminate against anyone on the basis of race, age, gender, national origin, religion or disability in execution of the duties and obligations herein.

**Section 17. Non-Solicitation.** During the term of this Agreement and continuing for 12 months after the termination of this Agreement, neither party shall directly or indirectly, for its own account or for the account of others, urge, induce, entice, or in any manner whatsoever solicit any employee directly involved in the activities conducted pursuant to this Agreement to leave the employment of the other party or any of its affiliates.

**Section 18. Notices.**

(a) All notices sent to USD 259 must be in writing and (i) hand delivered, or (ii) sent by first class mail, postage prepaid, or (iii) sent by overnight delivery service, to:

Unified School District No. 259, Sedgwick County, Kansas  
Division of Student Support Services  
ATTN: Terrell Davis, Assistant Superintendent  
903 South Edgemoor  
Wichita, KS 67218  
Telephone: (316) 973-4425  
Email: [tdavis@usd259.net](mailto:tdavis@usd259.net)

(b) All notices sent to Comcare must be in writing and (i) hand delivered, or (ii) sent by first class mail, postage prepaid, or (iii) sent by overnight delivery service, to:

Comcare of Sedgwick County  
ATTN: Contract Monitoring  
271 W. 3<sup>rd</sup> St N.  
Wichita, KS 67202

and

Sedgwick County Counselors Office  
Attn: Contract Notification  
Sedgwick County Courthouse  
525 N. Main, Suite 359  
Wichita, KS 67203

(c) For purposes of this Section, the date of delivery shall be considered the date upon which the notice was received by the party. In the case of notice sent by first class mail, receipt will be presumed to be the third day after the date of postmark.

**Section 19. Governing Law.** This Agreement shall be governed by Kansas law, and if any provision herein is found to be in conflict with any Kansas law or regulation, it is the intent of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision has not been written or made a part hereof.

**Section 20. Severability.** If any provision herein is found to be in conflict with any Kansas law or regulation, it is the intention of the parties hereto that such provision shall have no force and effect, and the remainder of the Agreement shall be valid as though such conflicting provision had not been written or made a part hereof.

**Section 21. Assignment of Contract.** This Agreement may not be assigned by Comcare without the prior written consent of USD 259.

**Section 22. Entire Agreement.** This Agreement contains the entire agreement between the Parties. This Agreement may not be modified except by later written agreement signed by both parties.

The Parties have executed this agreement at Wichita, Sedgwick County, Kansas on the date above first written.

UNIFIED SCHOOL DISTRICT NO. 259, SEDGWICK  
COUNTY, KANSAS

By \_\_\_\_\_  
Mike Rodee, President of the Board of Education  
Date signed: \_\_\_\_\_

ATTEST:

By \_\_\_\_\_  
Mike Willome, Clerk of the Board

BOARD OF COUNTY COMMISSIONERS, SEDGWICK  
COUNTY, KANSAS

By \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date signed: \_\_\_\_\_

APPROVED AS TO FORM:

  
\_\_\_\_\_