CONTRACTUAL AGREEMENT
BETWEEN
UNIFIED SCHOOL DISTRICT NO. 259, SEDGWICK COUNTY, KANSAS
AND
SEDGWICK COUNTY, KANSAS

THIS AGREEMENT effective this ____ day of _____, 2022, by and between Unified School District No. 259, Sedgwick County, Kansas ("USD 259") and Sedgwick County, Kansas, on behalf of its COMCARE Department ("Comcare").

RECITALS

The Kansas legislature has appropriated funds to be used for a Mental Health Intervention Team pilot program (the "Program") and has charged the Commissioner of Education of the State of Kansas (the "Commissioner") with executing Memoranda of Understanding ("MOUs") with school districts that will participate in the Program in the 2022-2023 school year.

USD 259 has been selected to participate in the Program in the 2022-2023 school year and wishes to enter into a contract with Comcare to deliver mental health services to USD 259 students who participate in the Program.

The purpose of this Contract, subject to the conditions precedent set forth is Section 1 of this Contract, is to set the terms and conditions that will govern Comcare's providing of mental health services to USD 259 students who participate in the Program during the 2022-2023 school year.

The parties agree as follows:

TERMS AND CONDITIONS

Section 1. <u>Conditions Precedent</u>. Conditions Precedent to USD 259's obligation to pay compensation to Comcare and for Comcare to deliver services outlined in this Contract are that the Commissioner selects USD 259 to participate in the Program during the 2022-2023 school year and that the Commissioner and USD 259 enter into an MOU concerning USD 259 participating in the 2022-2023 Program. In addition, the funding provided in the MOU between USD 259 and the Commissioner must be deemed sufficient by USD 259 to pay compensation to Comcare under this Contract. This Contract will be null and void if the Commissioner does not select USD 259 to participate in the 2022-2023 Program, or if an MOU is not entered into, or if USD 259 deems funds provided under the MOU are not sufficient to pay compensation to ComCare.

Section 2. <u>Purpose and Scope; Information Sharing and Referrals</u>. 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 14.

(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 Contract.

(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.

(g) Should USD 259 refer a student for a mental health assessment, Comcare will provide such assessment within a reasonable period of time under the circumstances.

(h) Comcare shall provide an adequate number of qualified staff to provide the services needed by USD 259 referrals, either as employees of Comcare or through a qualified subcontractor of Comcare bound by written agreements reasonably consistent with the provisions hereof. At a minimum, ComCare shall furnish at least one (1) clinician for every forty (40) students receiving services under this Agreement.

Section 3. <u>Purpose and Scope; School Liaison</u>. 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 working 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 4. <u>Purpose and Scope; Clinical Therapist</u>. 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 contacts to get appropriate consent to treat;

(d) Conducting a clinical assessment of an identified student and making 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 circumstances 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 5. <u>Purpose and Scope; Case Manager</u>. 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 6. <u>Reports</u>. No later than the 10th 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(s) 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 to each student.

Section 7. <u>Compensation</u>. USD 259 will pay to Comcare for the 2022-2023 school year the sum of $1,049,031.00, payable in ten (10) equal monthly installments. Each monthly payment will be made no later than 10 days following the date the reports referred to in Section 6 are provided to USD 259 by Comcare.

Section 8. <u>Sole Source of Funding</u>. The funding to pay Comcare under the terms of this Contract is limited to funds USD 259 receives from the Commission 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 pursuant to the MOU to pay Comcare. Comcare will not be obligated to provide services under this Contract on and following the date it receives notice that funds are not available to pay Comcare for services.

Section 9. Term. This Contract shall be effective July 1, 2022, and shall end on June 30, 2023. Thereafter, the terms of this Contract may be renewed, in writing, on an annual basis by agreement of the parties. Either party may terminate this Contract if the other party breaches a provision of this Contract, 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 10. Mutual Agreement; Independent Contractor. The parties agree that in the performance of its obligations under this Contract, Comcare is a professional mental health care provider offering services to USD 259 students and a division of Sedgwick County, Kansas. 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 11. 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 Contract. 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 12. Liability for Loss.

(a) Comcare shall not be liable or obligated to USD 259 for losses or damages incurred by USD 259 under this Contract, 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 Contract, 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 therefrom; provided, that USD 259 in no event shall be subject to any liability greater than found in the Kansas Tort Claims 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 or failure to exercise any right of the parties herein. This Contract is not intended to create any rights of a third-party beneficiary.

Section 13. Assignment of Risk and Professional Obligations. This Contract 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, as a governmental entity, is subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*). Comcare has established and will maintain while this Contract is in effect a self-insurance fund that covers Comcare against losses that Comcare might be liable for under this Contract.

In addition, at all times while this Agreement is in effect, Comcare will provide professional liability insurance that covers Comcare clinical therapists who provide services to USD 259 students under this Contract in an amount not less than $1,000,000.00.

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 Contract 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 the vendor or lessor holds title.

Section 14. 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 15. HIPAA Compliance. In instances where Comcare received 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. Comcare shall implement appropriate safeguards to prevent the use or disclosure of a patient's PHI other than as provided for by this Contract.

(c) promptly report to USD 259 any violations, use and/or disclosure of a student's PHI not provided for by this Contract as soon as practicable, upon becoming aware of the improper violation(s), use(s) and/or disclosure(s).

Section 16. Dispute Resolution. In the event of a conflict or dispute arising under the execution or performance of the terms of this Contract, 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 17. 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 18. Non-solicitation. During the term of this Contract and continuing for 12 months after the termination of this Contract, 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 Contract to leave the employment of the other party or any of its affiliates.

Section 19. 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: Vince Evans, Assistant Superintendent
903 South Edgemoor
Wichita, KS 67218
Telephone: (316) 973-4425
Email: vevans2@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. 3rd St. N.
Wichita, KS 67202

And

Sedgwick County Counselors Office
ATTN: Contract Notification
100 North Broadway, Suite 650
Wichita, KS 67202

(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 20. Governing Law. This Contract 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 this Contract shall be valid as though such conflicting provision has not been written or made a part hereof.

Section 21. 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 Contract shall be valid as though such conflicting provision had not been written or made a part hereof.

Section 22. Assignment of Contract. This Contract may not be assigned by Comcare without the prior written consent of USD 259.

Section 23. Entire Agreement. This Contract contains the entire agreement between the parties. This Contract may not be modified except by later written agreement signed by both parties.

The parties have executed this Contract at Wichita, Sedgwick County, Kansas, on the date(s) indicated below.

UNIFIED SCHOOL DISTRICT NO. 259, SEDGWICK COUNTY, KANSAS

By _____
Stan Reeser, Board President
Date signed: _____

ATTEST:

By _____
Patrick Greene, Clerk of the Board

APPROVED AS TO FORM:

By _____
Dan Lawrence, General Counsel

SEDGWICK COUNTY:

By _____
David T. Dennis, Chair
Commissioner, Third District

APPROVED AS TO FORM:

_____
Kirk Sponsel
Assistant County Counselor

ATTEST:

_____
KELLY B. ARNOLD, County Clerk