

**MEMORANDUM OF UNDERSTANDING
BETWEEN UNIFIED SCHOOL DISTRICT NO. 413 AND SOUTHEAST
KANSAS MENTAL HEALTH CENTER (SEKMHC)**

THIS AGREEMENT effective this 5th day of August, 2025, by and between Unified School District No. 413, (hereinafter referred to as "USD 413") and Southeast Kansas Mental Health Center, a Kansas non-profit corporation (hereinafter referred to as "SEKMHC").

WHEREAS, pursuant to K.S.A. 72-8201, USD 413 is a Kansas unified school district possessing the usual powers of a corporation for public purposes which provides educational services to its students;

And

WHEREAS, SEKMHC is a Kansas not for profit corporation providing mental health services to children and their families, including certain students of USD 413 and other citizens of southeast Kansas.

WHEREAS, SEKMHC and USD 413 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 413 who are also clients of SEKMHC; and

WHEREAS, USD 413 agrees to provide space to SEKMHC employees to work with those referred for services; and

WHEREAS, USD 413 possesses and maintains certain records and information related to its students as part of the provision of educational services, and

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

WHEREAS, SEKMHC and USD 413 have determined that their shared objectives to make a positive meaningful change in the lives of students of USD 413 who are also clients of SEKMHC 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

WHEREAS, SEKMHC and USD 413 have concluded that USD 413 students identified by USD 413, 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 SEKMHC; and

WHEREAS, SEKMHC has agreed that should USD 413 refer a student for a mental health assessment, SEKMHC will provide such assessment within a reasonable period of time under the circumstances; and

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the Parties hereto agree as follows:

Section 1: Term.

This Agreement shall be effective 8/5/26 and shall end on 6/30/2027 subject to the provisions of this Section and Section 9. Thereafter, the terms of this Agreement may be renewed, in writing, on an annual basis, by agreement of the Parties.

Section 2: Mutual Agreement – Independent Contractor.

The parties agree that in the performance of its obligations under this Agreement, SEKMHC is an independent professional mental health care provider offering services to USD 413 students as set forth in its Articles of Incorporation. As such, SEKMHC is not an agent or employee of USD 413. USD 413 shall neither have nor exercise any control over the professional judgment or practice of SEKMHC and its employees.

Section 3: Purpose and Scope.

Information Sharing and Referrals. The parties intend to share, on a limited basis, confidential information regarding USD 413 students and in some cases, their families,

- (a) For its part, SEKMHC warrants that prior to sharing such information, it will obtain an appropriate release of information executed by the legal guardian of the student in accordance with applicable state and federal law, SEKMHC further agrees to provide a copy of any such release to USD 413.

- (b) The aforementioned releases will be sent to a centralized location designated by USD 413 and USD 413 will indicate in the student learning management system that the release has been completed.
- (c) The parties understand that the releases of information may be revoked by the legal guardian of the student at any time. Upon notice of revocation, all information sharing between the Parties will be terminated with regards to that student.
- (d) SEKMHC further agrees to limit its access to and use of information to the information provided by the Parties as more fully set forth in Section 4.
- (e) SEKMHC warrants that it will not download or save any of the data or other information provided by USD 413 in connection with this Agreement.
- (f) USD 413 shall facilitate referral of students identified in need of mental health services as appropriate through referrals to the MHP. MHP will outreach the families or guardians to determine if mental health services are needed and/or desired.
- (g) SEKMHC has a crisis management plan dealing with student issues 24/7.

Section 4: Purpose and Scope. School Liaison

- (a) The School Liaison with the school district will be responsible for:
 - (i) Identifying appropriate referrals for the team to engage.
 - (ii) Acting as a liaison between the district and the MHP and being the point person for communication between the two groups.
 - (iii) Helping the MHP staff understand and negotiate the school district system and procedures.
 - (iv) Triage prospective referrals and deciding with the MHP staff how to prioritize interventions for identified students.
 - (v) Helping the school personnel understand the role of the MHP staff in this project.
 - (vi) Facilitating connections between the identified students' families and the MHP staff.
 - (vii) Troubleshooting any problems that arise and work with the MHP to resolve them.
 - (viii) Gathering outcomes to monitor the effectiveness of the program.
 - (ix) Follow up with the child welfare contacts if a child has move if a child has moved schools to get educational history,

- (x) Be an active part of the school intervention team and relay information back to MHP staff.

Section 5: Purpose and Scope, Clinical Therapist

- (a) The Clinical Therapist at the MHP will be responsible for:
 - (i) Helping the School Liaison identify appropriate referrals to the program based on one or more areas of concern:
 - (ii) Harm to self or others
 - (iii) Trauma experience or history of trauma
 - (iv) Emotion management
 - (v) Stress management
 - (vi) Anger management
 - (vii) Impulse control
 - (viii) 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 the 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. Provide individual and family therapy.
- (f) Administer scales or tests to detect areas of concern with depression, anxiety, self-harm or other areas as identified.
- (g) Making referrals to other treatment modalities as appropriate
- (h) 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.
- (i) Gathering outcome data to monitor the effectiveness of the program.
- (j) Coordinating with the Case Manager to identify ways for them to support the student and family.
- (k) Providing therapy services as determined by the student's treatment plan.
- (l) Maintaining the treatment plan and necessary treatment protocols required by the MHP.

Section 6: Purpose and Scope, Case Manager

- (a) The Case Manager at the MHP will be responsible for:
 - (i) Working with the School Liaison and Clinician to identify students and triage priorities for treatment.
 - (ii) Outreach to students, families and child welfare contacts to help engage in treatment.

- (iii) Participate in the treatment planning process.
- (iv) Communicate with the Liaison and school personnel when appropriate about student needs, interventions and progress.
- (v) Help maintain communication between all entities including family, student, school, clinician, child welfare and community.
- (vi) Maintain the treatment plan and necessary treatment protocols required by the MHP. g. Make referrals to appropriate community resources.
- (vii) Help to re-connect students and families when they are not following through with the treatment process.
- (viii) Help the families negotiate barriers to treatment.
- (ix) Engage with the student in the classroom, the home or the community to help build skills whenever needed.

Section 7: Licensure and Certification.

SEKMHC shall maintain any certification, registrations, or licenses as required by law and shall remain in good standing in their profession during the term of the contract. Additionally, SEKMHC shall inform USD 413 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 8: Liability for Loss.

- (a) SEKMHC shall not be liable or obligated to USD 413 for losses or damages incurred by USD 413 under this Agreement, unless such damage arises from any willful act or omission or negligence of SEKMHC, its officers, employees or agents, in which event SEKMHC shall be liable to USD 413 for such losses or damages sustained there from.
- (b) USD 413 shall not be liable or obligated to SEKMHC for losses or damages incurred by SEKMHC under this Agreement, unless such damage arises from any willful act or omission or negligence of USD 413, its officers, employees or agents, in which event USD 413 shall be liable to SEKMHC for such losses or damages sustained there from; provided that USD 413 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. Obtain proper Releases of Information authorizing USD 413 and SEKMHC to exchange information.
- (c) Each party shall be responsible for damages resulting from the acts and omissions of its employees.
- (d) No Third Party Beneficiary Rights. 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 9: Assignment or Risk and Professional Obligations.

This Agreement is subject to the laws, rules, and regulations imposed by governmental authorities or professional associations for SEKMHC employees or agents providing services under this Agreement. SEKMHC shall also maintain, at SEKMHC expense, comprehensive general liability, malpractice and professional insurance, in amounts not less than one million dollars (\$1,000,000.00). Such insurance coverage shall explicitly cover all duties expressed in Section 3 above. SEKMHC will provide a copy of insurance policy upon request of USD 413.

Section 10: 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. SEKMHC and USD 413 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 11: HIPAA Compliance

In instances where SEKMHC receives Protected Health Information (PHI) from USD 413, SEKMHC 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 there under.
- (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. SEKMHC 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 413 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 and/or disclosure.

Section 12: 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 13: 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 14: 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 15: Insurance.

SEKMHC agrees to maintain general liability, professional liability and worker's compensation insurance for all SEKMHC employees who perform services in connection with SEKMHC obligations hereunder and shall further designate USD 413 as a named insured under such policies. SEKMHC will provide documentation of such liability insurance to USD 413.

Section 16: Notices.

- (a) All notices sent to USD 413 may be sent via email (when legally/ethically appropriate), or in writing and (i) hand delivered, (ii) sent by first class mail, postage prepaid, or (iii) sent by overnight delivery service, to:

Unified School District No. 413

ATTN: Matt Koester, Superintendent

321 East Main

Chanute, Kansas 66720

koesterm@usd413.org

- (b) All notices sent to SEKMHC may be sent via email (when legally/ethically appropriate) or in writing and (i) hand delivered, (ii) sent by first class mail, postage prepaid, or (iii) sent by overnight delivery service, to:

SEKMHC 402 South Kansas Chanute, Kansas 66720

Attn: Nathan Fawson

- (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 (3rd) day after the date of postmark.

Section 17: 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 18: 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 19: Assignment of Contract.

This Agreement may not be assigned by SEKMHC without the prior written consent of USD 413.

Section 20: Entire Agreement.

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

Section 21: Record Keeping Reports:

No later than the 10th day of September, October, November, December, January, February, March, April, May and June, SEKMHC will submit a report to USD 413 at contains the following information:

- Name of student served in the previous month;
- The date(s) services were provided;
- Amount of time services were provided on each date that services were provided.

The report may also include:

- Month of report – Summary of minutes served by MHP by Category
- Student first name Student last name Date of birth
- Date and time of service
- Name of provider
- Duration
- Service description
- Location were served

Section 22: Compensation:

USD 413 will pay to SEKMHC for the 2026-2027 school year the sum of \$26,950 in ten equal payments. Each payment will be made no later than ten days following the date the reports referred to in Section 21 are provided to USD 413 by SEKMHC.

Section 23. Sole Source of Funding:

The funding to pay SEKMHC under the terms of the Agreement is limited to the funds USD 413 receives from the Commissioner of Education pursuant to the MOU, and payment to SEKMHC will be made from no other USD 413 sources of funding. USD 413 will notify SEKMHC as soon as USD 413 becomes aware that it will not receive funds from the Commissioner of Education pursuant to the MOU to pay SEKMHC. SEKMHC 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 SEKMHC for services.

Approved and Signed

PRINT NAME: Deay Wright

SIGNATURE: [Signature]

SEKMHC Representative

DATE: 8/4/26

PRINT NAME: MATT KOESTER

SIGNATURE: [Signature]

USD413 Superintendent

DATE: 8.3.26