



AGENDA ITEM SUMMARY

Agenda Item:

Children's Mercy Hospital Social Worker Agreement

Person Submitting Item:

Dr. Mark Schmidt

Background and Summary:

This is a renewal agreement for 34 social workers and 1 supervisor for 26-27.

Budget Source:

SPED / At Risk

Strategic Plan Alignment:

Fostering Supportive & Healthy School Communities

Recommendation:

Approve



PURCHASING UNIVERSAL REQUEST

BLUE VALLEY SCHOOL DISTRICT #229

Department/Bldg.:		SPED	Requested By:		Mark Schmidt
Purpose: (please explain in detail why we need the items or services requested)					
Renewal Contract for 26-27 Social workers (34) including 1 social worker supervisor.					
Fund:	SPED / At Risk		Account Number:	013000066-3013/030000323-39	
Funding Year:	2026/2027		Location(s) items or services are for:	District Wide	
Does this use Bond Funds? (if yes, see below)			No		
<input type="checkbox"/> This request includes extended warranty, service or maintenance. Please complete the <u>Bond Warranty Agreement Form on page 2</u>			<input type="checkbox"/> This request includes training or consultation. Please complete <u>Bond Consultant Services Form on Page 3</u>		

Check all that apply to this Purchase:

- | | |
|--|--|
| <input type="checkbox"/> This is a New Contract | <input type="checkbox"/> This is a New Bid/RFP |
| <input checked="" type="checkbox"/> This is a Renewal Contract | <input type="checkbox"/> This is a Purchase from Bid/RFP # _____ |
| <input type="checkbox"/> This is a Curriculum purchase | <input type="checkbox"/> This Purchase requires BOE Signatures |
| <input type="checkbox"/> This can be purchased off of _____ Contract # _____ | |

Begin Date: 7/1/2026	End Date: 6/30/2027
Company: Children's Mercy Hospital	Street Address: 2420 Pershing Ste G-10
Contact Name: Bob Finuf	City: Kansas City
Telephone: (816) 559-9370	State: MO
Email: bfinuf@cmfcn.org	Zip Code: 64108
Cost: \$ 2,800,671.00 Estimated	
Prior Year Cost: \$ 2,647,514.06 Estimated	
Terms: (Annual, Multi-Year, One-Time): Annual	

Month:(board meeting) June 2026 **Budget Administrator** _____ **Date** _____

SOCIAL WORKER SERVICES AGREEMENT

This Social Worker Services Agreement (“Agreement”) is entered into and effective as of July 1, 2026, by and between The Children's Mercy Hospital, a Missouri nonprofit corporation ("Children's Mercy"), and Unified School District No. 229, Johnson County, State of Kansas, a/k/a Blue Valley School District ("BVSD") (collectively the "Parties").

WHEREAS, Children’s Mercy is a pediatric healthcare system, dedicated to offering inpatient and outpatient hospital services to pediatric patients in the Greater Kansas City Area and regional communities, many of which are covered by state Medicaid programs or have no insurance coverage; and

WHEREAS, BVSD operates elementary, middle, and high schools in the state of Kansas; and

WHEREAS, CMH employs or contracts with master’s level, licensed social workers who are qualified to provide social work services in Kansas (“Social Workers” or individually “Social Worker”); and

WHEREAS, Children's Mercy and BVSD recognize that there is a critical need for school-based mental health services in the community; and

WHEREAS, the Parties desire to expand access to mental health services via the provision of Social Workers by Children's Mercy to BVSD as described herein.

NOW, THEREFORE, in consideration of the above premises and the terms and conditions herein contained, the parties agree as follows.

Services of Children’s Mercy.

Children's Mercy agrees that it will provide, and cause its Social Workers to provide, the following services (“Services”):

1. Children's Mercy will, at Children's Mercy's cost and expense, recruit, hire, train, manage and support 34 Social Workers to provide Services for the BVSD, including one Social Worker who will act as a manager to oversee the day-to-day work of the Social Workers. The Parties will mutually agree to add additional Social Workers as required to provide Services subject to the “Payment for Services” paragraph below.
2. Social Workers will follow the BVSD staff calendar plus additional days as mutually agreed upon between BVSD and Children’s Mercy.
3. All newly hired Social Workers will attend orientation at Children's Mercy for education on Children’s Mercy policies and procedures before providing Services hereunder.

4. Social Workers will attend new staff orientation in the BVSD, to include training on the Family Educational Rights and Privacy Act and its implementing regulations (“FERPA”).
5. Social Workers will participate on the mental health team at the BVSD schools they are designated to support and collaborate with principals, teachers, counselors and other school staff to support positive outcomes for academic success.
6. Social Workers will intervene and provide mental health services to at-risk students related, but not limited, to:
 - a. Mental health
 - b. Alcohol & drug treatment
 - c. Housing concerns
 - d. Attendance issues or other barriers to school performance
 - e. Homebound schooling
 - f. SPED and 504 plans with a primary mental health diagnosis
 - g. Food insecurity
7. Social Workers will manage 504 plans for students for whom mental health is the primary diagnosis.
8. Social Workers will collaborate with community partners serving children as needed and as determined by the Social Workers to meet BVSD student and family needs.
9. Social Workers will only provide Services to BVSD students and staff, and, if directly related to Services to a minor student, then also to the student’s family. No Services will be provided to students or families outside of the BVSD.
10. Social Workers will not provide direct mental health services to BVSD staff to address personal needs but may share community resources and tips to navigate the system with them. Social Workers will not collaborate directly with community partners to arrange services to address personal needs of BVSD staff.

Compliance with Policies/Standards/Behavioral Expectations.

Social Workers will conduct themselves in accordance with all applicable BVSD policies and Children’s Mercy policies while providing Services. Such policies include, but are not limited to, BVSD’s policy governing the confidentiality of "Education Records" as required by FERPA, Children’s Mercy’s School Based Referral policy, as well as tobacco, drugs, language, weapons, and sexual harassment policies. Failure of a Social Worker to so comply will be cause for his or her immediate removal from providing Services with prior written notice to Children’s Mercy. BVSD will have discretion to implement a temporary measure for which prior written notice to Children’s Mercy is also required. Children’s Mercy is ultimately responsible for discipline,

suspension, reassignment, or termination of all Social Workers. BVSD reserves the right to approve the assignment of Social Workers and/or retains the right to request that Children's Mercy reassign, remove or replace any Social Worker from the BVSD schools. Should a Social Worker be reassigned or removed, BVSD will allow Children's Mercy a reasonable time to find and train a replacement.

License and Background Checks.

Children's Mercy shall perform license and criminal background checks for all Social Workers before they provide Services hereunder. The costs of such background checks shall be at Children's Mercy's expense. Children's Mercy shall attest to the completion and compliance associated with each Social Worker's license and background check to the BVSD's Safety and Security Office before a BVSD access badge or pass is issued to the Social Worker.

Relationship of Parties.

The relationship between the BVSD and Children's Mercy (and its Social Workers) is that of independent contractors. It is understood and agreed that the Social Workers are not and shall not be deemed employees of the BVSD. As such, Children's Mercy shall be responsible for all administrative employment matters for the Social Workers such as payment of salaries and wages, withholding and payment of all federal, state, and local employment taxes, providing applicable insurance coverage, and providing non-obligatory fringe benefits programs.

Payment for Services.

BVSD shall pay Children's Mercy for actual salary and benefits of 34 Social Workers for Services provided on an annual basis (the "Annual Fee"). The Parties anticipate the Annual Fee to be approximately \$2,790,831 per year with payments made bi-annually based on BVSD's fiscal year. The Parties will mutually agree to add additional Social Workers for a fee of \$88,893 per Social Worker, per year as prorated based on the date of hire. The Parties agree to reconcile the Annual Fee to the annual amount paid by BVSD at the end of each school year. For amounts paid greater than the Annual Fee, Children's Mercy shall credit BVSD on the first invoice of the following fiscal year and for amounts paid less than the Annual Fee, Children's Mercy shall invoice BVSD on the first invoice of the following fiscal year.

Billing for Services.

Children's Mercy acknowledges that BVSD reserves the right to seek reimbursement from the Kansas Department of Education, Kansas Department of Aging and Disability Services, Medicaid, or other sources to the extent permitted under the law or applicable regulations. To the extent applicable hereunder, Children's Mercy hereby designates and shall cause each Social Worker to designate BVSD as their true and lawful agent and reassign their rights to BVSD to bill and collect monies due for all Services provided under this Agreement. All collections from such Services provided by Social Workers shall belong to BVSD. Children's Mercy and Social Workers agree not to submit claims or otherwise attempt to collect for such Services provided under this Agreement. Social Workers shall comply with all coding and documentation requirements for reimbursement or reassignment of rights as determined by the BVSD and provided in writing to Children's Mercy. All parties shall comply, at all times, with applicable laws and regulations related to billing and collection activities for the Services. All billing records shall be the property of BVSD. Upon reasonable request, Children's Mercy shall be permitted to obtain copies of such patient billing records related to the Services provided during the term of this Agreement at no charge.

Compliance.

All records of encounters with or Services provided to individual students by the Social Workers shall be the property of BVSD and deemed to be "Education Records" within the meaning of FERPA and its implementing regulations. The Social Workers shall be under the direct control of BVSD with respect to the use and maintenance of such Education Records and will be afforded access to such records as needed in the performance of professional duties. Children's Mercy and the Social Workers shall further be subject to the requirements set forth 34 C.F.R. 99.33(a) governing the use and redisclosure of personally identifiable information from the Education Records, and shall obtain a FERPA-compliant written consent of a student's parent or legal guardian prior to disclosing information from a student's Education Record for any purpose (including billing to Medicaid or other payors or parties), unless the disclosure meets one of the exceptions to FERPA's general consent requirement.

Children's Mercy will be granted access to or copies of Educational Records and any other documents created by, referencing or related to Social Workers and performance of Services. Such access may be for evaluation of job performance and quality review; to evaluate or respond to a concern, complaint (including Title IX), or inquiry from a student, parent, guardian or legal/regulatory authority; for the defense of a legal claim or investigation; and for data collection and analysis. Aggregate, de-identified data can be shared externally by either Party to demonstrate overall program effectiveness and outcomes.

Both parties will comply with all federal and state health care fraud and abuse laws, including but not limited to the federal health care program anti-kickback statute, 42 U.S.C. § 1320a-7b(b). Toward this end, the Parties agree that:

- this Agreement is the result of an arms-length negotiation between the Parties;
- in the ordinary course, the decision of whether and from whom a BVSD student obtains Services will be made by the student (if 18) or the student's parent or guardian (and not BVSD);
- BVSD is under no obligation to (1) refer BVSD students, family members of students (or any other individuals) to Children's Mercy for health care services or items, or (2) arrange for or recommend that BVSD students, family members of students (or any other individuals) purchase or order any health care services or items from Children's Mercy; and
- to the extent that Children's Mercy furnishes Services under this Agreement that are, or are potentially, reimbursable in whole or in part by Medicaid or any other federal health care program, as defined in 42 U.S.C. § 1320a-7b(f), Children's Mercy will not seek reimbursement for such Services.

Reporting/Evaluation.

Mutually agreed upon reports will be generated and shared between the Parties and Parties will meet periodically to evaluate the ongoing effectiveness of the school social worker program and determine what, if any, modifications are needed to the program.

In addition, BVSD acknowledges that Children's Mercy monitors the quality of Services provided hereunder. Children's Mercy shall provide BVSD with an annual quality assessment form for completion. BVSD will complete and return such form to Children's Mercy within 60 days of receipt. Such assessment form will include a request for information related to any adverse events resulting from the Services and any complaints, grievances, or concerns received by BVSD about any Social Worker. In addition, Children's Mercy may conduct annual satisfaction surveys.

BVSD Obligations.

Subject to the above provisions regarding independent contractors, BVSD will provide feedback to Children's Mercy to assist in the supervision of the Social Workers. BVSD will provide well maintained equipment and office space, as well as onsite and remote computer access to the BVSD systems for the Social Workers. BVSD further agrees to work cooperatively with Children's Mercy to support the mutual missions of the two organizations.

Prohibition Against Discrimination, Harassment and Retaliation.

BVSD is strongly committed to fostering an educational environment and workplace that is free from discrimination, harassment, and retaliation in admission or access to, or treatment or employment in, its programs, services, activities, and facilities. The District will provide equal opportunity in all areas of education, recruiting, hiring, retention, promotion, and contracted service. BVSD strictly prohibits discrimination and harassment against students, employees, or others on the basis of race, creed, religion, color, national origin, ancestry, age, sex, sexual orientation, gender identity, disability, genetic information, or any statutorily prohibited basis. BVSD also strictly prohibits retaliatory actions against those who engage in protected activities. The Title IX Coordinator for BVSD is:

Melissa Hillman
15020 Metcalf
Overland Park, KS 66223
mhillman@bluevalleyk12.org
Telephone: (913) 239-4015

Duration.

Subject to the conditions precedent set forth in this Agreement, this Agreement shall become effective upon signature by the authorized officials from the Parties and shall terminate at 11:59 PM on June 30, 2027 unless extended by mutual agreement of authorized officials from Children's Mercy and BVSD in writing.

Duty to Notify.

BVSD agrees to notify Children's Mercy Manager of School-Based Social Workers, as soon as reasonably practicable of any complaint or concern it has or receives about the personal or professional behavior or Services provided by a Social Worker. Following such notification, the Parties shall cooperate with each other to investigate and resolve any concern.

Children's Mercy will notify BVSD in the event a Social Worker's license is revoked, no longer in good standing, or disciplinary action that prevents the Social Worker from providing Services

was imposed by the Kansas licensing board.

Confidentiality.

Children's Mercy, on behalf of itself and its Social Workers, agrees to maintain the privacy and confidentiality of all information and records regarding BVSD students it receives or has access to in accordance with state and federal laws and regulations, except for disclosures: (i) required by law, (ii) required for treatment or payment purposes, (iii) which is of public knowledge, or (iv) as may be required in the defense of any legal action or proceeding. In addition, each Party shall maintain the confidentiality of the financial terms of this Agreement. This paragraph shall survive the termination of this Agreement.

Termination.

Either Party reserves the absolute right, at any time and without cause, to terminate this Agreement with 90 days advanced written notice to the other Party. Either Party may terminate the Agreement for cause in the following circumstances:

- In the event of a breach of or non-compliance with a material term of this Agreement that is not cured within 30 days after the non-breaching party provides written notice of a breach to the allegedly breaching party or
- Immediately if the other Party is: (1) liquidated or dissolved, (2) fails to obtain insurance as provided herein, (3) fails to maintain its license to operate pursuant to applicable law.

Insurance.

- **Workers' Compensation Insurance:** The Parties shall each maintain workers' compensation insurance for their respective employees in accordance with the laws of the State of Kansas.
- **General Liability:** The Parties shall each maintain General Liability Insurance (including broad form contractual liability, products, and completed operations) in the amount of at least \$1,000,000.00 per person and \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate; and property damage in the amount of not less than \$1,000,000.00 per occurrence and \$3,000,000.00 annual aggregate. Children's Mercy's insurance will name BVSD, its agents, employees and assigns as additional insureds in regard to the Services provided in this Agreement.
- **Automobile Liability:** Children's Mercy shall maintain Automobile Liability Insurance, including owned, non-owned, and hired vehicles, covering bodily injury in the sum of not less than \$1,000,000.00 per person and \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate; and property damage in the amount of not less than \$1,000,000.00 per occurrence and \$1,000,000.00 annual aggregate.

- **Professional Liability Insurance:** For itself and as to each Social Worker, Children's Mercy shall maintain Professional Liability (errors and omissions) Insurance or self-insurance on an occurrence basis with limits of liability of not less than \$1,000,000.00, per occurrence and \$2,000,000.00 annual aggregate. Likewise, BVSD shall, for itself and each of its employed social workers, maintain Professional Liability (errors and omissions) Insurance on an occurrence basis with limits of liability of not less than \$1,000,000.00, per occurrence and \$2,000,000.00 annual aggregate. If BVSD has a claims made insurance policy, BVSD agrees to exercise any option contained in the policy to extend the reporting period to the maximum period permitted in the event that it is anticipated the policy will be cancelled or not renewed.
- **General Requirements:** All insurance required hereunder shall be maintained in full force and effect in a company or companies reasonably satisfactory to BVSD and Children's Mercy and each Party shall be responsible for the costs of its own insurance. The Parties shall undertake commercially reasonable efforts to provide written notice to each other thirty (30) days in advance of the cancellation, non-renewal, or material modification of said insurance. The Parties shall provide certificates evidencing such insurance before undertaking any work, upon request of the other.

Indemnification.

Children's Mercy shall be responsible to BVSD for acts and omissions of the Social Workers and Children's Mercy's employees, agents, subcontractors, and other persons or entities under the direction and control of Children's Mercy while providing Services described in this Agreement. Children's Mercy shall defend, indemnify and hold harmless BVSD, BVSD's officers, board members, employees, and agents from and against any and all claims, costs, losses, and damages (including reasonable attorneys' fees) caused by the negligent acts or omissions of the Social Workers or of Children's Mercy or its subsidiaries including all officers, directors, partners, employees, and agents thereof in the performance and furnishing of Services under this Agreement.

BVSD shall defend, indemnify, and hold harmless Children's Mercy and its subsidiaries, including all employees, Social Workers, directors, officers, and agents from and against any and all claims, costs, losses, and damages (including reasonable attorneys' fees) caused by the negligent acts or omissions of BVSD or its staff, employees, agents, contractors (other than Children's Mercy), or BVSD's alleged breach of this Agreement.

Notice.

All notices, requests, demands and other communications required or permitted hereunder ("Notice") shall be in writing and shall be deemed to have been given: (i) when delivered in person by hand, (ii) upon the earlier of actual receipt by the addressee or three (3) business days after the date mailed, if sent by registered or certified mail (in each case return receipt requested, postage pre-paid), or (iii) one (1) business day after party sends such notice by nationally- recognized overnight courier service (with all fees pre-paid). Notices must be sent to the respective parties at the following addresses.

Blue Valley School District
Mark Schmidt, Assistant Superintendent, Special Education
Address: 15020 Metcalf Avenue
Overland Park, KS 66223

Telephone: (913) 239-4000
Fax: (913) 239-4154
E-mail: MRScmidt@bluevalleyk12.org

The Children's Mercy Hospital
Bob Finuf, Senior Vice President of Value & Payor Relations
Address: 2420 Pershing, Ste G – 10
Kansas City, MO 64108

Telephone: (816) 559-9370
Fax: (816) 265-6015
E-mail: bfinuf@cmphen.com

Assignment.

This Agreement shall be binding upon the successors and assigns of the parties hereto; provided, however, that this Agreement and the Services provided hereunder may not be assigned by either party without the prior written consent of the other party.

Entire Agreement.

The provisions of this Agreement between BVSD and Children's Mercy constitute the entire agreement between the parties as to the matters contemplated by this Agreement. No modification, addition, or deletion to this Agreement shall be effective unless agreed in writing by all parties hereto.

Governing Law.

This Agreement shall be construed in accordance with, and governed by, the laws of the State of Kansas.

IN WITNESS WHEREOF, the parties have executed this Agreement to be effective as of the Effective Date set forth above.

**UNIFIED SCHOOL DISTRICT NO. 229,
JOHNSON COUNTY, STATE OF KANSAS**

THE CHILDREN'S MERCY HOSPITAL

By _____
President, Board of Education

By: _____
Alejandro Quiroga
President & CEO

Date:

Date:

ATTEST:

By: _____
Anna Sweeney
Clerk, Board of Education

APPROVED AS TO FORM:

By: _____
Melissa Hillman
Chief Legal Officer