

**AMENDMENT TO  
AFFILIATION AGREEMENT**

This Amendment to Contract entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and Mental Health Association of South Central Kansas, hereinafter referred to as "Contractor. "

WITNESSETH:

WHEREAS, the parties hereto have entered into a contract on the 10<sup>th</sup> day of February, 2010, to establish a relationship to promote the health and welfare of the community by assuring continued availability of quality mental health services; and,

WHEREAS, the Parties now desire to make an amendment to the original agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the parties hereto agree to make the following changes to the original agreement:

1) Effective July 1, 2010, Section 3. Reimbursement for services is hereby amended and shall read as follows:

3. Reimbursement for Services

A. **MEDICAID REIMBURSEMENTS:** Contractor understands and agrees to accept the following rates for Medicaid billable services. Payment of the full rate is contingent on Contractor billing Medicaid in accordance with Medicaid requirements, including appropriate unit per service and for the full allowable charge. Failure to bill appropriately may result in a reduction in the rate paid. Contractor understands that billing and service documentation must be provided to COMCARE no later than 60 days after the date of transaction. Submission of transactions over 60 days from date of occurrence may not be eligible for reimbursement. All consumers must be pre-approved for reimbursement by County. Reimbursement for consumers with Medicaid will occur upon receipt of payment to County from Medicaid. Each party will be responsible for, and expressly understands and agrees to hold the other party harmless regarding their respective roles in the administration or delivery of services; this will include the responsibility of Contractor to provide only medically necessary and authorized services to consumers and to properly document and bill those services.

For all assessments for medical necessity and treatment services performed by Contractor, if a SURS or other audit requires recoupment of Medicaid billed services because of inadequate documentation or a finding that services were not medically necessary, Contractor will be responsible for that recoupment amount received by Contractor for services deemed out of compliance and any penalties assessed against County. County agrees to be responsible for reimbursement of all services requested by COMCARE of Contractor on a plan of care, subject to Contractor meeting all billing and service documentation requirements. Further, if errors committed by Contractor and/or its staff or contractors put County into a level of penalty that would not have

occurred without the Contractor's errors, Contractor will be responsible for any and all recoupments and penalties assessed against County. County will be responsible for proper submission of billing to Medicaid and will be responsible for billing service codes and units of service claims as submitted by Contractor. If repayment of Medicaid billed services is required that results from an error on the part of County, County will be responsible for that re-payment amount and any penalties assessed.

1. Case Management (T1017 and H0036-HA,HB, HH, HK, HJ): Case management services will be paid at the rate of \$17.50 per fifteen minute unit for Community Psychiatric Support and Treatment (CPST), \$21.00 per fifteen minute unit for CPST strength-based and employment support evidence-based programs, \$22.00 per 15 minute unit of CPST integrated-dual diagnosis evidence-based program, and \$10.83 per 15 minute unit for Targeted Case Management (TCM). Billing for any of the evidence-based programs may only occur after a program fidelity review has been completed and confirmed by the Kansas Department of Social and Rehabilitation (SRS) or their designee. Contractor expressly understands and agrees that Contractor's child/youth case management program is limited to no more than 184 clients at any given time during the contract term. Exceptions to the child/youth case management limit may be made if mutually agreed upon. Service definitions may be found in Appendix C – Service Definitions.
2. Psychosocial Rehabilitation (H2017-HQ, H2017-TJ and H2017): Psychosocial rehabilitation services will be reimbursed at the rate of \$4.00 per 15 minute unit for adult group services and \$6.05 per 15 minute unit for children's groups, and \$7.00 per 15 minute unit of individual psychosocial rehabilitation services. Group psychosocial rehabilitation is limited to 750 hours per calendar year, or a combination of group psychosocial rehabilitation and group peer support unless exception is made by KHS. Service definitions may be found in Appendix C – Service Definitions.
3. Attendant Care (T1019-HE and T1019-HK): Attendant Care services will be paid at the rate of \$6.00 per 15 minute unit. Contractor expressly understands and agrees that SED Waiver attendant care services must receive prior authorization and, 1915(b) attendant care services must receive prior authorization and are limited to the available funding. Service definitions may be found in Appendix C – Service Definitions. Contractor agrees to report to COMCARE weekly the number of children/youth referred for but not yet receiving attendant care services and the number of inactive children/youth clients. Contractor reserves the right to limit the number of children/youth served in accordance with staffing resources and administrative capacity. Contractor agrees to notify County of such limitations.

4. Case Conference (99361): Case conference services will be reimbursed at the rate of \$7.50 per 15 minute unit of case conference. Case conference services require prior authorization. Service definitions may be found in Appendix C – Service Definitions.
5. Peer Support (H0038 and H0038-HQ): Individual peer support services will be reimbursed at the rate of \$9.00 per 15 minute unit and group peer support services will be reimbursed at the rate of \$3.00 per 15 minute unit. Group peer support is limited to 750 hours per calendar year, or a combination of group psychosocial rehabilitation and group peer support unless exception is made by KHS. Service definitions may be found in Appendix C – Service Definitions.
6. Services to Individuals without Medicaid Coverage: Contractor expressly understands and agrees to refer all individuals without insurance coverage to COMCARE if Contractor determines they are in need of rehabilitation services. Contractor agrees to notify COMCARE of individuals in service that lose Medicaid coverage, any decisions regarding referral or payment for services to these individuals will be made on a case by case basis. County agrees to reimburse Contractor the affiliate rate for attendant care and individual psychosocial rehabilitation services provided to individuals without insurance coverage or other means to pay when referred for these services by COMCARE or if otherwise authorized by COMCARE for these services.

B. HOME AND COMMUNITY BASED (HCBS) MEDICAID WAIVER REIMBURSEMENTS: Contractor agrees to provide therapeutic services for children/youth with a serious emotional disturbance (SED) and families in conformance with the HCBS Medicaid Waiver programming.

HCBS Medicaid Waiver Process Description:

1. Contractor may provide any service included in HCBS Medicaid Waiver Services budget as listed below under rates. Service approval by COMCARE FCCS will be accomplished through involvement of the child/family team including a wraparound facilitator. Approved services will be included in each individual youth's plan of care. The intent of provision of services within the plan of care is to facilitate stabilization of symptoms/behaviors that place a child at risk of institutionalization.
2. Contractor understands that only those services pre-approved will be reimbursed. COMCARE FCCS will act as managers of each plan of care to ensure clinical and fiscal responsibility. Contractor will not be paid for any

services not pre-approved.

3. If Contractor believes that, at any time, there is a valid reason to change the amount of any pre-approved service on the plan of care; contact should be made immediately to the client's wraparound facilitator or case manager.
4. All billing for waiver services will be done by COMCARE. Pre-approved units of service must be reported on a regular basis after the provision of service has occurred, but no later than 60 days after the date of the transaction. The service information will then be submitted to COMCARE in order for billing to occur. Upon receipt of billing, COMCARE will reconcile the pre-approved units of service with actual utilization of service. Subsequent billing will then be made to the State Medicaid fiscal agent. Billing will occur only after service is rendered. Payment to contractor will be made only after payment is received by COMCARE from the State Medicaid fiscal agent.
5. Contractor shall cooperate with all COMCARE FCCS waiver administrative activities including but not limited to: applications, eligibility determination, referrals, gatekeeping, dispute resolution, and quality assurance.
6. Contractor expressly understands and agrees that it is responsible for compliance with all Medicaid rules, regulations, standards, and expectations as included in the State of Kansas Medicaid plan for mental/behavioral health services.
7. Home and Community Based Medicaid Waiver Services Rates (service definitions may be found in Appendix C – Service Definitions):

SERVICE	CODE	RATE PER 15 MINUTE UNIT
Wraparound Facilitation	H2021	\$9.00
Parent Support and Training Individual	S5110	\$7.00
Parent Support and Training Group	S5110-TJ	\$1.75
Attendant Care	T1019 HK	\$6.00

All other conditions, covenants and promises contained in the original contract executed by the parties on the 10<sup>th</sup> day of February, 2010, shall remain in full force and effect as written therein.

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

ATTEST:

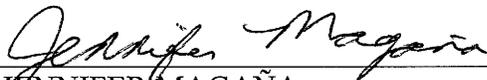
SEDGWICK COUNTY, KANSAS

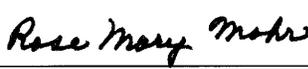
\_\_\_\_\_  
KELLY B. ARNOLD, County Clerk

\_\_\_\_\_  
KARL PETERJOHN, Chairman  
Board of County Commissioners

APPROVED AS TO FORM ONLY:

MENTAL HEALTH ASSOCIATION OF  
SOUTH CENTRAL KANSAS

  
\_\_\_\_\_  
JENNIFER MAGAÑA  
Deputy County Counselor

  
\_\_\_\_\_  
ROSE MARY MOHR, Executive Director