

## **HOSPITAL DISCHARGE MODEL: SUB-GRANT AGREEMENT**

This Hospital Discharge Model: Sub-Grant Agreement (the "Agreement") is made effective this 1st day of October, 2011 by and between the Secretary of the Kansas Department on Aging ("KDOA") and the Central Plains Area Agency on Aging ("CPAAA"), all of whom may hereinafter be collectively referred to as the "Parties".

WHEREAS, KDOA has received a Hospital Discharge Model ("HDM") grant. The HDM grant's goal is to reduce the possibility of a Medicaid recipient's admittance to a nursing facility following a hospital stay. Among other things, the grant's goal in Kansas is to create a program that elicits patients' input and encourages them to request discharge planning if a referral for service was not made. This process would include making slight modifications to the admission/pre-admission process, the referral process and educating the patient on possible service options that may be available to them; and

WHEREAS, KDOA will further work with the key partners to build a strong collaborative relationship in the development of a web-based referral system for the Hospital discharge planner or admissions personnel to use at the time of admission to make referrals for services to Case Management Entities and Centers for Independent Living. One of such partners is the CPAAA; and

WHEREAS, in furtherance of the grant, CPAAA has agreed to facilitate the procurement and transport of various medical equipment to Medicaid recipients living at home pursuant to the terms and conditions of this Agreement, and as specified in the Scope of Work document attached hereto and identified as Appendix A.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CPAAA's Duties. CPAAA shall comply with the terms of the grant and shall provide facilities, including office, equipment and supplies required for the project. The parties shall further comply with the terms contained in a "Scope of Work", a copy of which is attached hereto as Appendix "A". CPAAA shall further abide by all further laws governing the issuance of federal grant funds.
2. Payment. KDOA shall pay to CPAAA the amount of \$4,999 within ten business days following execution of this Agreement. The Parties shall use such funds per the agreed terms contained herein.
3. Term of Agreement. The term of this Agreement shall commence on October 1, 2011 and shall end on September 15, 2012, unless earlier terminated or extended pursuant to the provisions herein.
4. Reporting. Subject to the requirements of paragraph 5 herein, CPAAA shall prepare and deliver to KDOA the following written reports:

- a. Narrative Reports: CPAAA shall provide narrative reports to KDOA per the following schedule:

| <u>Time Period</u>    | <u>Report Due Date</u> |
|-----------------------|------------------------|
| 10/1/11 to 12/31/2011 | due 1/15/2012          |
| 1/1 /12 to 3/31/2012  | due 4/15/2012          |
| 4/1/12 to 6/30/2012   | due 7/15/2012          |
| 7/1/12 to 9/15/2012   | due 9/25/2012          |

- b. Final Report: The above report due on September 25, 2012 shall be a final, cumulative narrative and financial report for the period October 1, 2011 through September 25, 2012.

5. Report Format and Content. All Reports required herein shall be provided to KDOA in both hard copy and electronic format (portable document format) and sent to: Deb. Schwarz@aging.ks.gov. Narrative reports shall, at a minimum, contain the following information: a). an itemization of funds spent during the quarter; and b). the number of persons who have had equipment delivered to their home during the quarter.

6. Agreement Termination, Default and Remedies:

a. Any party may terminate this Agreement, other than as specified herein below, by giving written notice of the termination at least 20 days prior to the date of termination stated in the written notice; or

b. KDOA may terminate this Agreement without prior notice upon making the determination that termination is necessary to avoid harm to the public, to prevent fraud or abuse, or to protect public funds; or

c. In the event that CPAAA fails to perform a material provision of this Agreement, KDOA may exercise any and all other remedies provided for by law, including, but not limited to, the following:

A. Terminate this Agreement; or

B. Delay payment until KDOA verifies CPAAA's performance; and

d. In the event KDOA terminates this agreement, CPAAA shall return to KDOA any unearned portion of the funds paid herein.

7. Retention of and Access to Records: All records prepared pursuant to this Agreement shall be retained and safeguarded for a five-year period following termination of this Agreement, and said records shall be made available to any other party to this Agreement, and independent auditor retained by any other party, the Secretary of the Department of Health & Human Services, the U.S. Comptroller General, the Auditor of the Kansas Legislative Division

of Post Audit, or their designees. Each party shall bear the costs of storing, retrieving, and producing its records created and required to be kept under this Agreement.

8. Independent Contractor Status: At all times pertinent to this Agreement CPAAA shall perform as and hold the status of independent contractor. Nothing in this Agreement is intended to create or imply any type of employer-employee, principal-agent, master-servant, or any other relationship other than that of independent contractor as between KDOA and CPAAA. KDOA shall not withhold any form of taxes, insurance, assessments, or other amounts from payment to CPAAA. CPAAA shall be solely responsible for payment of any and all taxes incurred (if applicable) as a result of this Agreement.

9. Incorporation of the State of Kansas Contractual Provisions Attachment: The provisions of Contractual Provisions Attachment, Form DA-146a (Rev. 4/11), a copy of which is attached hereto and identified as Appendix "B", are incorporated by this reference as if the same were set forth in full herein.

10. Service of Notices: All notices required or which may be given pursuant to this Agreement shall be in writing, personally delivered by courier or commercial delivery service, or sent by facsimile and United States mail, first class, postage prepaid, to the following addresses or such other address as may be designated in writing by the named person during the term of this Agreement:

If to CPAAA:

Annette Graham, Executive Director  
Central Plains Area Agency on Aging  
2622 W. Central, Suite 500  
Wichita, KS 67203

If to KDOA:

Shawn Sullivan, Secretary  
Kansas Department on Aging  
New England Building  
503 South Kansas Avenue  
Topeka, Kansas 66603-3404

11. No Assignments: CPAAA may not assign or delegate its duties or obligations under this agreement without prior written consent of KDOA.

12. Amendments: Modification or amendment to this agreement shall be in writing and executed with the same formality as the original.

13. Waiver of Breach: Waiver of a breach in performance of any term of this Agreement by KDOA shall not be construed as a waiver of any subsequent breach of the same or any other performance or provision of this Agreement.

14. Invalidity: Any provision of this Agreement determined to be invalid or unenforceable shall not affect the validity or enforceability of the remaining provisions, and in all respects the agreement shall be construed as if such invalid or unenforceable provision was omitted

15. Prior Negotiations: This Agreement supersedes all prior negotiations and agreements between these parties with respect to the matters stated herein, and it represents the entire understanding of the parties.

16. Governing Law. This Agreement shall be governed by the laws of the State of Kansas. Should judicial intervention be required, the parties agree that venue shall only be proper in the District Court for Shawnee County, Kansas.

17. The Agreement (and any amendments, modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the parties hereto as if they were originals.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives on the dates noted by the signatures below.

**KANSAS DEPARTMENT ON AGING**

**CENTRAL PLAINS AREA AGENCY  
ON AGING**

By: \_\_\_\_\_  
Shawn Sullivan, Secretary

By: \_\_\_\_\_  
Annette Graham, Executive Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**This space is intentionally left blank.**

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**APPENDIX A**

**SCOPE OF WORK**

CPAAA and ILRC shall design and implement a process to partner with two non-profit 501 (c) (3) durable medical equipment agencies known as the Medical Equipment Recycling Network and The Medical Loan Closet of Wichita. This agency will loan or give needed AT equipment to HDM customers. CPAAA and ILRC shall procure the equipment at no cost, but will use the sub-grant fund herein for transport and setup of the equipment at the resident's home.

1. The design shall include a process to identify the assistive technology (AT) needs of the HDM customer.
2. Determine if there are informal supports to pick up needed AT equipment.
3. Identify time frames for reasonable delivery of items.
4. Identify a rate per mile for delivery of items.

Deliverables

A narrative reports shall, at a minimum, shall contain the following information:

- a). An itemization of funds spent during that quarter.
- b). The number of persons who have had equipment delivered to their home during the quarter.
- c). The average of time frames equipment was delivered in within that quarter.

**HOSPITAL DISCHARGE MODEL: SUB-GRANT AGREEMENT**

**APPENDIX B**

Kansas Department of Administration Form DA-146a (Rev. 4/11)

# Special Project Budget Summary Page

(Total Expenditures must equal Total Resources)

## Budget Categories

|    |                     |                            |
|----|---------------------|----------------------------|
| 1. | Personnel           | Original 1                 |
| 2. | Consumable Supplies | Revised 0                  |
| 3. | Personnel Travel    |                            |
| 4. | Contractual         |                            |
| 5. | Training            |                            |
| 6. | Capital Equipment   |                            |
| 7. | Supplies            |                            |
| 8. | Other               | 4,999.00 Sub grant for HDM |

|                           |                   |
|---------------------------|-------------------|
| <b>Total Expenditures</b> | <b>\$4,999.00</b> |
|---------------------------|-------------------|

## Resource Categories

### Non-Match

1. Other Resources
2. Program Income

### Match

3. Third Party In-Kind
4. Other Resources

### Award

5. State Funds
6. Federal Funds 4,999.00

|                        |                   |
|------------------------|-------------------|
| <b>Total Resources</b> | <b>\$4,999.00</b> |
|------------------------|-------------------|

All cost categories containing a proposed cost must be itemized and attached to the project application. The itemization must include a breakdown of how the cost was determined and the source of the funds which will be used to pay for the cost.

**Preparer's signature:** \_\_\_\_\_

OF KANSAS

Kansas Department on Aging;  
Central Plains Area Agency on Aging

**Date:** \_\_\_\_\_

October 2, 2011

STATE

# Special Project Budget Summary Page

(Total Expenditures must equal Total Resources)

## Budget Categories

|    |                     |           |            |
|----|---------------------|-----------|------------|
| 1. | Personnel           | 52,000.00 | Original 1 |
| 2. | Consumable Supplies | 396.00    | Revised 0  |
| 3. | Personnel Travel    | 1,404.00  |            |
| 4. | Contractual         | 7,980.00  |            |
| 5. | Training            |           |            |
| 6. | Capital Equipment   |           |            |
| 7. | Supplies            | 1,750.00  |            |
| 8. | Other               | 900.00    |            |

|                           |                    |
|---------------------------|--------------------|
| <b>Total Expenditures</b> | <b>\$64,430.00</b> |
|---------------------------|--------------------|

## Resource Categories

### Non-Match

1. Other Resources
2. Program Income

### Match

3. Third Party In-Kind
4. Other Resources

### Award

5. State Funds
6. Federal Funds 64,430.00

|                        |                    |
|------------------------|--------------------|
| <b>Total Resources</b> | <b>\$64,430.00</b> |
|------------------------|--------------------|

All cost categories containing a proposed cost must be itemized and attached to the project application. The itemization must include a breakdown of how the cost was determined and the source of the funds which will be used to pay for the cost.

Preparer's signature: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_  
David M. Unruh, Chairman  
Sedgwick County Board of County Commissioners  
1<sup>st</sup> District

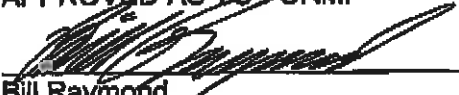
\_\_\_\_\_  
Date

ATTEST:

\_\_\_\_\_  
Kelly B. Arnold  
County Clerk

\_\_\_\_\_  
Date

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Bill Raymond  
Assistant County Counselor

12-16-2011  
\_\_\_\_\_  
Date