

CARE LEVEL II SCREENINGS—PASRR AGREEMENT--2011

This Agreement made this 12th Day of October, 2011 by and between KANSAS HEALTH SOLUTIONS, LLC, a Kansas not-for-profit corporation, hereinafter referred to as KHS, and SEDGWICK COUNTY, KANSAS, hereinafter referred to as, PROVIDER for the purpose of providing Level II Screening services to Covered Persons according to the terms and conditions of this Agreement.

WHEREAS, KHS has entered into an agreement with the State of Kansas (The Department on Aging and The Department of Social and Rehabilitation Services) dated July 1, 2002, under the terms of which KHS is responsible to make available the services of qualified Providers to provide Level II preadmission screening services as required under the terms of Medicaid law, including 42 U.S.C. 1396r, as amended and 42 C.F.R. Part 483, as amended; and

WHEREAS, Provider is a qualified Community Developmental Disability Organization (CDDO) pursuant to Kansas Law, and desires to participate as a Provider in the Plan under the terms and conditions of this Agreement,

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained, it is further agreed as follows:

I. PROVIDER RESPONSIBILITIES:

- A. Perform CARE Level II screenings required by Medicaid. Screenings are of two general types: (1) preadmission screenings and (2) resident reviews contemplated by 42 U.S.C. 1396r (e) (7) (B), as amended, including resident reviews required due to a change in the resident's physical or mental condition, required by a resident's extended rehabilitation stay in a nursing facility, or required because, for whatever reason, a resident did not receive a preadmission screening at the time of admission to the nursing facility.
 - 1. Provider may be required to complete a courtesy screen for a client who is not from their catchment area.

- B. Ensure that its assessors meet the requirements for CARE Level II assessors:
 - 1. Qualification as a QMHP or QMRP.
 - 2. Current license, certification, or registration, as required by law, with the appropriate state licensing/certification agency, verified by KHS.
 - 3. One (1) year experience working directly with persons with mental illness (QMHP) or, one (1) year experience working directly with persons with the condition of mental retardation (QMRP).
 - 4. Completion of required training provided by State of Kansas and KHS.

- C. Each assessor shall provide verifiable and adequate information which documents his or her compliance with the assessor requirements related to the applicable professional category. Such documentation shall be verified by KHS upon request.
- D. All preadmission screenings and resident reviews shall be conducted using the current forms. All other screening and review forms are void and will not be accepted as valid by KHS. KHS will supply Provider with access to required forms through the KHS website www.kansashealthsolutions.org. Each assessor will receive a corresponding manual, provided by the State, when the assessor has completed the required training.
- E. Provider agrees that pre-admission screening and resident reviews will be completed and transmitted to KHS no later than the due date and time listed on the intake worksheet that is provided to the Provider by KHS. Should Provider be unable to complete a pre-admission screening or resident review, or to provide KHS with a complete screening and deliver it to KHS by the due date and time, and KHS has not approved the delay, the fee will be 75% of that listed in Exhibit A for each late screening throughout the term of this Agreement.
- F. Provider agrees if a screening or review is due on a State holiday, the screening or review will be submitted to KHS on the first following business day. The due date and time listed on the intake worksheet will be adjusted to show that the screen or review is due on the first business day following the holiday.
- G. The Provider shall ensure that its assessors are reasonably available to KHS when the State reviews preadmission screenings and resident reviews. The Provider shall ensure that:
1. If the State determines that a customer does not require nursing facility care or specialized services, the corresponding assessor will work with the State to determine other services to which a referral might be appropriate; and
 2. All assessors are accessible to the State and KHS, for clarification and questions arising from the State's review of screenings and reviews; and
 3. All assessors shall be available to participate in appeal hearings and/or appeal investigations when requested or required by the State, including the Department on Aging and the Department of Social and Rehabilitation Services.

H. Provider shall assure that its assessors do not have a conflict of interest when conducting Level II preadmission screenings and resident reviews. All professional and personal affiliations, contracts, and consultations shall be disclosed to KHS. In the event of actual or potential conflicts of interest, Provider, KHS, and the State of Kansas (Department on Aging, Social and Rehabilitation Services) shall work together to resolve the conflicts.

II. COMPENSATION AND BILLING:

KHS agrees to reimburse Provider for the services set out in Exhibit A at the rates set out therein.

III. TERM AND TERMINATION:

The term of this Agreement shall commence on July 1, 2011 and continue until June 30, 2012. This Agreement shall automatically renew for successive one-year terms thereafter, unless either party gives written notice to the other party of its intent to terminate this Agreement, such notice to be given no later than sixty (60) days prior to the last day of the then existing term. Either party may terminate this Agreement upon material breach by the other party of the terms and conditions of this Agreement by giving thirty (30) days written notice to the other party. Such notice shall specify the breach. If the breach is not cured within the thirty (30) day period of time, this Agreement shall terminate on the 31st day.

KANSAS HEALTH SOLUTIONS

By: _____
(Signature)

Name: _____
(Printed)

Title: CFO _____

Date: _____

Exhibit A

Reimbursement Rates

Provider will be reimbursed for the services listed in the table below at the rates shown:


SERVICES	PAYMENT RATE
Pre-Admission Care Level II Screening	\$275.00 per screen
Care Level II Resident Review	\$275.00 per resident review
Dementia Abort	\$135.00 per dementia abort
Administrative Fee per Pre-Admission Screening exempted on the basis of a Medical condition being determined as Progressive and Permanent.	\$135.00 per exempted screen

The above listed rates include all administrative, screening, and travel costs related to performing CARE Level II pre-admission screenings and resident reviews.

BOARD OF COUNTY COMMISSIONERS
OF SEDGWICK COUNTY, KANSAS

David M. Unruh, Chairman
Commissioner, First District

REVIEWED BY:

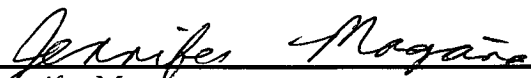


Chad VonAhnen, Director
Sedgwick County Developmental Disability
Organization

ATTEST:

Kelly B. Arnold
County Clerk

APPROVED AS TO FORM:



Jennifer Magaña
Deputy County Counselor