



Sedgwick County Juvenile Residential Facility

KANSAS JUVENILE JUSTICE AUTHORITY PROVIDER AGREEMENT

(Revised April 2013)

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**AGREEMENT BETWEEN THE JUVENILE JUSTICE AUTHORITY
AND SEDGWICK COUNTY YOUTH RESIDENTIAL FACILITY**

The Kansas Juvenile Justice Authority ("JJA"), by and through the Commissioner, and Sedgwick County Youth Residential Facility, ("Vendor"), now mutually agree to the terms and conditions of this Agreement as outlined below.

WHEREAS, the law of the State of Kansas, K.S.A. 75-7024(h), states that the Commissioner shall make and enter into all contracts and agreements and do all other acts and things necessary or incidental to the performance of functions and duties and the execution of powers under this act. The Commissioner may enter into memorandums of agreement or contractual relationships with state agencies, other governmental entities or private providers and necessary to carry out the Commissioner's responsibilities pursuant to the Kansas Juvenile Justice Code. The Commissioner has deemed it necessary, according to the above statute, to enter into a private Provider Agreement with the Vendor for services as listed herein. The Vendor wishes to enter into a Provider Agreement with the Commissioner for such services.

WHEREAS, Vendor is willing and able to provide such services on a regular basis under the terms and conditions hereinafter enumerated below.

NOW, THEREFORE, in consideration of the mutual promises herein contained, the parties have agreed and do hereby enter into this Agreement, according to the provisions set out herein:

I. SERVICES TO BE PROVIDED BY VENDOR:

Vendor will render the following services enumerated below:

- a. Provide services to JJA recipients as authorized by the Commissioner, to include accepting placement of youth when bed space is available.
- b. Accurately maintain all records as required by Federal and State regulation and to allow and provide immediate access to all such records as requested by the Commissioner or his or her designee.
- c. Maintain all assurances required for each service according to the service type and/or type of facility operated and as set forth in all applicable Federal and Kansas statutes, rules and regulations, as well as the JJA Provider Handbook, which is incorporated by reference and can be found online on the JJA website at: http://www.jja.ks.gov/provider_services.html. This handbook is periodically updated and Vendor acknowledges it is responsible for complying with all provisions.
- d. Notify the Commissioner immediately upon suspension, revocation, surrender and/or forfeiture of operating license.
- e. Not enter into sub-contracts or assign any part of the service performed under this Agreement without obtaining written approval of the Commissioner.
- f. Certify that Federal funds used under this Agreement do not in any way replace Federal, State, or local funds for already existing services.

II. **COMPENSATION.** The Commissioner and the Vendor understand and agree that the Vendor shall receive compensation only for contractual services provided to approved JJA recipients, placed by the Commissioner or designee in accordance with established current rates for such services. Vendor understands and agrees that these rates are subject to change. A current schedule of services and rates is attached to this contract as Attachment A, Listing of Services, and incorporated by this reference.

III. **PAYMENT.** The Vendor agrees to bill the Commissioner within the first ten (10) days of each month after services are provided, during the term of this Provider Agreement. The billing must include itemized charges for each JJA client and the specific dates services were provided.

IV. **PRIVATE LIABILITY.** Vendor agrees not to bill or otherwise attempt to collect payments from the recipient, relative of the recipient, recipient's estate, and others for any amounts for any care, services, or goods in excess of the applicable private liability "family share." The Vendor agrees to notify JJA of non-payment of applicable private liability "family share" and provide records documenting attempted collection methods used.

- V. **NOTIFICATION OF LEGAL ACTION OR ADVERSE LEGAL FINDING.** Vendor shall notify JJA in writing of any legal action relating to the operation(s) of the Vendor brought against the Vendor, or an owner, officer, or director of the Vendor. Vendor shall also notify JJA in writing of any adverse finding by a Federal or State court or Federal or State administrative agency against the Vendor concerning or related to its operations. All notifications under this section shall be sent to the Director of Community Based Services at rbowman@jja.ks.gov within ten (10) calendar days of receiving the notice of action or adverse finding.
- VI. **ACCESS TO RECORDS.** The JJA Inspector General shall have access to records under K.S.A. 75-7024(a)(4)(B). JJA may conduct program and financial compliance audits related to this contract. Vendor agrees to cooperate fully with said audits. The provider will provide access to all pertinent records. Applicable Federal and State law with regard to the care, supervision, confidentiality and inspection of all records pertaining to the provision of services under this contract will govern this Agreement.
- VII. **PROGRAM QUALITY ASSURANCE.** The Vendor further understands and agrees to fully cooperate, and provide access for all technical assistance, site visits, records or data requests, program evaluations and respond to corrective action plans as requested.
- VIII. **PROGRAM DATA.** The vendor understands and agrees that it will cooperate in the collection and submission of data as established by the Commissioner for each level of service provided. Data will include information pertaining to youth participation and completion of program activities/services. The format and submission process will be provided by the Commissioner prior to the start of each contract cycle and any interim changes shall have a one month reviewal process prior to implementation. Reports shall be submitted to JJA no later than the 7th day of each month.
- IX. **DEFAULT.** In the event of default by JJA, Vendor will follow the procedures found in the Kansas Prompt Payment Act, K.S.A. 75-6401, *et seq.*
- X. **MODIFICATION.** This Agreement shall be modified only by the written agreement of the parties. No alteration or variation of the terms and conditions of the Agreement shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.
- XI. **DURATION.** This Agreement is to be in force and effect commencing the 1st day of July, 2013 and ending the 30th day of June, 2014, with the option to extend for a one (1) year period by written agreement of the parties. This option must be executed thirty (30) days prior to the expiration of the Agreement.
- XII. **TERMINATION FOR CONVENIENCE.** The parties mutually agree that either JJA or Vendor may terminate this Agreement at any time, without cause, by giving written notice to the other party at least thirty (30) days prior to the selected termination date. The termination shall be effective as of the date specified in the notice.
- XIII. **WAIVER.** Waiver of any breach of any provision in this Agreement shall not be a waiver of any prior or subsequent breach. Any waiver shall be in writing and any forbearance or indulgence in any other form or manner by the Commissioner shall not constitute a waiver.
- XIV. **GOVERNING LAW.** The laws of the State of Kansas will govern the interpretation and enforcement of this Agreement.
- XV. **INDEMNIFICATION.** To the fullest extent permitted by law, Vendor shall defend, indemnify and hold harmless, the Kansas Juvenile Justice Authority and its agents and employees from and against all claims, damages, losses, and expenses, including but not limited to, attorney's fees, arising out of or resulting from the performance of this Agreement. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity that would otherwise exist as to any party or person. In any and all claims against the Kansas Juvenile Justice Authority or any of its' agents, or employees by any employee of the Vendor, anyone directly or indirectly employed, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by, or for the Vendor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

- XVI. **CONTRACTUAL PROVISIONS ATTACHMENT.** The provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 3-00), which is attached to this contract as Attachment B, is incorporated into this contract by this reference and made a part hereof.
- XVII. **INFORMATION CONCERNING OWNERSHIP, BOARD MEMBERSHIP, AND CONTACTS.** In addition to providing contact information, the Vendor agrees to disclose the identity of all individuals or organizations that have an ownership interest in Vendor, as well as any Vendor board member who is also a legislator. Vendor agrees to provide this information in the format set out in Attachment C, which is attached to this contract and incorporated by this reference.
- XVIII. **NOTIFICATION OF MERGER OR ACQUISITION.** The Vendor agrees to and shall notify JJA in writing regarding its intent, and thirty (30) days before its final decision, to merge, acquire, or be acquired by another organization (novation), transfer, sale, consolidation or other corporate restructuring. Upon any corporate restructuring, the Vendor agrees to certify that it has become the authorized successor in interest to the original position of the Vendor before the corporate restructuring, as well as to all right, title, interest and obligations, and that it willingly undertakes to complete the obligations and requirements established by this Agreement. All notifications and certifications required by this section shall be sent to the attention of the JJA ISP Director at: jja@jja.ks.gov.
- XIX. **NOTIFICATION OF AND ACTIONS FOLLOWING BANKRUPTCY.** The Vendor agrees to and shall notify JJA in writing within twenty-four (24) hours of a bankruptcy filing, regardless of where filed, and if necessary, shall identify the State of Kansas Juvenile Justice Authority as a creditor for any unexpended portion funds awarded under this Agreement. All notifications required by this section shall be sent to the attention of the JJA ISP Director at: jja@jja.ks.gov.
- XX. **PRISON RAPE ELIMINATION ACT (PREA).** The following levels of service will comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42, U.S.C. 15601 et. seq.) and the National Standards to Prevent, Detect, and Respond to Prison Rape, Final Rule, 77 Fed. Reg. 37106-37232 (June 20, 2012) (to be codified at 28 C.F.R. pt.115): Transitional Living Programs, Community Integration Programs, Youth Residential Center II, and Juvenile Detention Centers.

Specifically, each vendor shall implement and comply with all applicable PREA standards for Juvenile Facilities related to preventing, detecting, monitoring, investigating and eradicating any form of sexual abuse within facilities/programs owned and/or operated under this provider agreement.

Each vendor acknowledges that, in addition to "self-monitoring requirements" JJA will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring.

- XXI. **ENTIRE AGREEMENT.** The parties agree that this Agreement and any attachments hereto constitute the entire agreement between the parties, all other representations or conditions, be they oral or written, having been expressly merged herein.

PROVIDER:

KANSAS JUVENILE JUSTICE AUTHORITY:

By: _____
(Print Name)

By: _____
(Print Name)

Signature: _____

Signature: _____

Title: _____

Title: Commissioner, Kansas Juvenile Justice Authority

Date: _____

Date: _____

Approved As To Form

Jennifer Magaña
Deputy County Counselor

ATTACHMENT A
LISTING OF SERVICES

Check appropriate boxes and provide County/Counties served or note Statewide.

Provider Name: Sedgwick County Juvenile Residential Facility

Check All That Apply	Service Type	Pay Rates	Bed Capacity	Counties Served
<input type="checkbox"/>	Specialized Family Foster Home	\$49.64		
<input type="checkbox"/>	Therapeutic Family Foster Home	\$115.00		
<input type="checkbox"/>	Juvenile Justice Foster Care	\$99.00		
<input type="checkbox"/>	Youth Residential Center II	\$126.00		
<input checked="" type="checkbox"/>	Emergency Shelters	\$115.00	24	
<input type="checkbox"/>	Residential Maternity Care	\$60.57 \$10.02 baby		
<input type="checkbox"/>	Transitional Living Programs	\$100.00		
<input type="checkbox"/>	Community Integration Programs	\$95.00		
<input type="checkbox"/>	Juvenile Detention Center	\$120.00		
<input type="checkbox"/>	Psychiatric Residential Treatment Facility	Variable		

All Services listed above are billed via the electronic community placement invoice except Psychiatric Residential Treatment.

NOTE: These rates are subject to change. See page 2, Section II, Compensation.

State of Kansas
Department of Administration
DA-146a (Rev. 04-11)

ATTACHMENT B
CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 04-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of July, 2013.

- 1. Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
- 2. Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
- 3. Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
- 4. Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*).
- 5. Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 *et seq.*) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 *et seq.*) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 *et seq.*) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.
- 6. Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
- 7. Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
- 8. Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
- 9. Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
- 10. Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 *et seq.*), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
- 11. Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 *et seq.*
- 12. The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."



**ATTACHMENT C
 PROVIDER INFORMATION FORM**

1. Date: July 1, 2013

2. Provider/Facility Name: Sedgwick County Juvenile Residential Facility

**PLEASE NOTE: If you have multiple facilities or levels of service, each Provider/Facility Name on the Attachment C must be unique to that location/level. For example, The YRC II (#1), The YRC II (A) or The YRC II (KDHE license name).*

3. Remittance Payee Name: Sedgwick County Juvenile Residential Facility

Remittance Address: 700 S Hydraulic, Wichita, KS 67211-2704

Name of Billing Contact: Jan Reed

FEIN#: 48-6000798

Phone Number: (316) 660-9770 Fax Number: (316) 660-1670

Email Address: jreed@sedgwick.gov

4. Residential Address: 881 S Minnesota, Wichita, KS 67211

Name of Residential Administrative Contact: Beth Hopper

Phone Number: (316) 660-9782 Fax Number: (316) 383-8276

Email Address: bhopper@sedgwick.gov

5. Name of Residential Referral Contact: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

Level of Service (PRTF, YRC II, JJFC, etc.)	Licensed Beds	Actual Beds	Gender Served (M/F)	Additional Information (You may include any additional information you choose, for example, special programming, special populations served, etc.)
Emergency Shelter	24	24	M/F	Ages 10-17 - Sedgwick

IMPORTANT NOTE: A separate Attachment C must be completed for each level of service and every physical location. An Attachment C should be updated and sent to JJA when any changes occur during the term of the Agreement.



ATTACHMENT C (continued)
PROVIDER CONTACTS

6. List all individuals and/or organizations that have any direct or indirect ownership or controlling interest in the facility, organization, or agency: *(use additional sheets if necessary)*

Name	Street Address	Phone # and email address	Legislator? Yes/No
Sedgwick County Board of County Commission	525 N. Main, Suite 320 Wichita, KS 67203	(316) 660-9300 jskelton@sedgwick.gov	No
Sedgwick County Legal Department	525 N. Main Wichita, KS 67203	(316) 660-9340	No

Sedgwick County Department of Corrections
 700 S Hydraulic Wichita, KS 67211
 (316) 660-7014
 mmasters@sedgwick.gov
 No

7. List all members of your board of directors who are legislators: *(use additional sheets if necessary)*

Name	Street Address	Phone # and email address

8. List all individuals or entities that must be notified in case of termination of contract and /or suspension of admissions: *(use additional sheets if necessary)*

Name	Street Address	Phone # and email address
Sedgwick County Board of County Commission James B. Skelton, Chairman	525 N. Main, Suite 320 Wichita, KS 67203	(316) 660-9300 jskelton@sedgwick.gov
Sedgwick County Division of Finance Chris Chronis, Chief Financial Officer	525 N. Main, Suite 823 Wichita, KS 67203	(316) 660-7591 cchronis@sedgwick.gov

Sedgwick County Department of Corrections
 Mark Masterson, Director
 700 S Hydraulic
 Wichita, KS 67211
 (316) 660-7014
 mmasters@sedgwick.gov