

AGREEMENT WITH DCCCA Inc.

This Contract entered into as of this _____ day of _____, 2012, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and DCCCA Inc., hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, County's COMCARE department ("COMCARE") is a licensed community mental health center, and a certified alcohol and drug treatment center, and requires short-term respite care and professional resource family care services for children/youth with a serious emotional disturbance; and

WHEREAS, County desires to engage Contractor to perform said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained herein, the parties hereto agree as follows:

1. Employment: County hereby agrees to engage Contractor as an independent contractor and Contractor hereby agrees to fulfill the purpose, goals and objectives specified in Appendix B hereof as an independent contractor.

2. Term: The term of this contract shall commence January 1, 2012, and expire December 31, 2012. This contract may continue for a reasonable time after December 31, 2012 if both parties agree to continue operating under the terms of this contract while they are actively developing a contract for 2013.

3. Scope: Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by County, the purpose, goals and objectives necessary to accomplish contract as specified in Appendix B.

4. Compensation: Contractor will be paid the rate of \$18.00 per waking hour for short-term respite care and \$113.16 per day for professional resource family care services. Contractor understands and agrees that in the event the amount of funds the County receives is less than anticipated, County may adjust the rate to be paid hereunder. The method of billing and payment is provided in Appendix B. Provider and County expressly understand and agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid to Contractor for performance of this contract exceed the maximum amount of \$100,000.00.

5. Medicaid Reimbursements. Payment of the established rate is contingent on Contractor providing services consistent with Medicaid regulations and billing COMCARE the maximum allowed Medicaid charge for each service. Contractor agrees

that failure to bill the full Medicaid rate may result in a reduction of the rate paid hereunder. COMCARE will bill Medicaid and shall pay Contractor in accordance with the payment terms provided herein Contractor understands that billing and service documentation must be provided to COMCARE no later than 14 days after the date of service. Submission of transactions over 14 days from date of service 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.

6. Management of Risk, Compliance and Compliance Reporting Requirements: Contractor expressly understands and agrees to maintain an internal auditing and monitoring program and to immediately report to COMCARE any suspected fraud, abuse or waste as it relates to compliance and billing practices, to include submission of documentation of the investigation/review and outcome. Additionally, Contractor agrees to respond timely (i.e. within one week or sooner if the issue warrants immediate attention) to any and all issues identified as a result of a compliance investigation by COMCARE. Routine compliance efforts must be documented and communicated to COMCARE quarterly via a report due to the COMCARE Compliance Officer no later than the last day of the month following the end of the calendar quarter.

7. Incorporation of Appendices: Appendix A - General Provisions, and Appendix B Purpose, Goals and Objectives are attached hereto and made a part hereof as if fully set herein.

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

ATTEST:

SEDGWICK COUNTY, KANSAS

Kelly B. Arnold, County Clerk

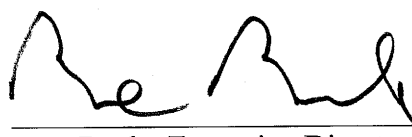
Chairman
Board of County Commissioners

APPROVED AS TO FORM ONLY:

DCCCA, Inc.



Jennifer Magaña, Deputy County Counselor



Bruce Beale, Executive Director

APPENDIX A GENERAL CONTRACTUAL PROVISIONS

1. AUTHORITY TO CONTRACT.

A. Affirmation of Legal Authority. Contractor assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Contractor's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Contractor to act in connection with the application and to provide such additional information as may be required.

B. Required Documentation. Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. RELATIONSHIP of PARTIES.

It is agreed that the legal relationship between Provider and County is of a contractual nature. Both parties assert and believe that Provider is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Provider is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Provider, and employees of Provider, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Provider, and employees of Provider, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Provider.

3. PERSONNEL.

A. Qualified Personnel. Contractor represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.

B. Minimum Wages. Contractor will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

C. Employee Conflict of Interest. Contractor shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

D. Contractor's Safeguard. The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

E. Participant Safeguard. Contractor certifies that:

1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;

2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and

3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.

4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Provider shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Provider would have no other reasonable way of knowing of these acts.

F. It is understood that this contract may be revoked at the discretion of the County if Contractor is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

4. PROHIBITION OF CONFLICTS OF INTEREST.

A. Interest of Public Officials and Others. No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

B. Interest of Contractor. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

C. Employee Conflicts. Situations in which 1) an employee of the County shall also be an employee of Contractor at time of agreement, 2) an employee of Contractor seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Contractor during pendency of agreement, shall require written notice to the County at the addresses listed in Section Twenty (20) below. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds, 2) agreements, or 3) affiliate status to the Contractor or Contractor's competitors.

D. Notice to Bidders. Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

5. FUNDING.

A. Reprogramming of Funds. It is understood and agreed that in the event the amount of funds County actually receives from the County mill levy is less than anticipated, County may decrease the total compensation and reimbursement to be paid hereunder.

B. Inability to Perform Contract. It is further understood and agreed that in the event Contractor's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

C. Cash Basis and Budget Laws. The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

D. **Non-Supplanting Existing Funds.** Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

E. **Unexpended funds.** It is agreed by Contractor and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

6. **PROGRAM INCOME.**

Contract-related program income, if generated, shall be collected by Contractor and reported to County on Contractor's quarterly reports, required in Section Seven (7) below, and shall be used to offset the costs related to the program.

7. **RECORDS, REPORTS AND INSPECTION.**

A. **Documentation of Costs.** All costs incurred by Contractor for which Contractor purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

B. **Maintenance of Records.** Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

C. **Reports.** During the term of this contract, Contractor shall furnish to County, in such form as County may require, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Contractor will be withheld by County if Contractor fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

D. **Audit.** Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County, upon request. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.

E. **Availability of Records.** Contractor agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract. Contractor gives SRS/MH & DD, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to its grant of funds.

F. **Contractor's Purchasing Procedure.** Contractor certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Contractor agrees to make available a written description of its purchasing procedures if requested by County.

G. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

8. **METHOD OF BILLING AND PAYMENT.**

A. **Billing Procedures.** Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed on page 1 at paragraph 4 of this contract, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

B. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Seven (7) above.

C. **Reimbursement Restrictions.** Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

D. **Pre-disbursement** Requirements. Contractor must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Contractor.

E. **Mailing Address.** Payments shall be mailed to Contractor's address as listed in paragraph 21 below.

9. PARTICIPANT INPUT.

Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

10. LICENSES AND PERMITS.

Contractor shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Contractor shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

11. INSURANCE REQUIREMENTS.

Contractor shall annually provide a certificate of insurance to verify liability insurance. Sedgwick County shall be listed as an additional insured on the general liability policy, and the certificate should provide for at least a 10 day written notice of cancellation. If Contractor transports clients during services provided for under this agreement, evidence of auto insurance on the Certificate is required. Contractor shall also annually provide evidence of Professional Liability insurance, as appropriate. The above insurance requirements apply to all commercial vendors providing services for Sedgwick County.

12. EPA APPROVED BUILDING.

Contractor will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

13. HANDICAPPED ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

14. ASSIGNMENT.

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

15. SUBCONTRACTING.

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

16. PUBLICATION OF CONTRACT RESULTS.

A. **Copyright.** If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

B. Documentation of originality or source. All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County.

17. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. Service Standards and Procedures. Contractor shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B which covers the specific purpose, goals and objectives of this agreement.

B. Governing Law. This contract shall be interpreted under and governed by the laws of the State of Kansas.

C. Compliance With Law. Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

D. Access to Meetings. Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

18. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Contractor fails to comply the provisions of K.S.A. 44-1031, requiring reports to be submitted to the Kansas Human Rights Commission when requested by that Commission, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part, by County.

D. If Contractor is found guilty of a violation of the Kansas act against discrimination under a decision or order of the Kansas Human Rights Commission which has become final, Contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

E. Contractor shall include the provisions of paragraphs A through D inclusively of this section in every subcontract or purchase order so that such provisions will be binding upon such subcontractor or vendor.

F. The provisions of this section shall not apply to a contract entered into by a contractor who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to K.S.A. 44-1031(c).

19. TERMINATION OF CONTRACT.

A. Termination for Cause. If Contractor shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Contractor shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Contractor of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Contractor to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Contractor shall not be relieved of liability to County by virtue of any breach of this contract by Contractor and County may withhold any payments to Contractor for the purpose of set off until such time as the exact amount of damages due County from Contractor are determined.

B. Termination of Contract on Other Grounds. Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Whether this contract is canceled by County or Contractor as provided herein, Contractor shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Contractor.

20. INDEMNIFICATION AGREEMENT.

Indemnity. Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability, loss or damage of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee, subcontractor, or agent of that party to the degree such indemnification is allowed by law. Both parties agree to timely notify the other of any claim, demand or suit that is made or filed concerning any of the work to be performed hereunder.

21. NOTIFICATION.

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: Comprehensive Community Care of Sedgwick County
Attn: Marilyn Cook, Director
635 N. Main
Wichita, KS 67203-3752
PHONE (316) 660-7600
FAX (316) 660-7510

Sedgwick County Legal Department
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Contractor: DCCCA, Inc.
Attn: Bruce Beal, Executive Director
3312 Clinton Parkway
Lawrence, KS 66047

22. AMENDMENTS TO AGREEMENT.

To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any change which affects contract objectives must be approved by COMCARE and the Sedgwick County Board of Commissioners. Line item changes to the approved Appendix C- Budget (where applicable) exceeding ten percent (10%) or \$5,000 (whichever is less) must be presented to and approved by the Executive Director of COMCARE.

23. CERTIFICATE OF TAX CLEARANCE.

Annually Contractor shall provide County with a certificate of tax clearance from the State of Kansas certifying Contractor has paid all state taxes.

24. DEBARMENT/SUSPENSION.

Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the Excluded Parties List System (EPLS) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been placed on the Excluded Parties List System (EPLS) and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the EPLS, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under EPLS and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.

APPENDIX B PURPOSE, GOALS AND OBJECTIVES

DCCCA Inc.

It is mutually agreed by and between County and Contractor that it is the purpose of this contract that Contractor provide short term respite care and professional resource family care for youth with serious emotional disturbances. Services under this contract will be provided to youth authorized for services through COMCARE.

1. GENERAL PROVISIONS.

- a. Contractor shall deliver short-term care respite care and professional resource family care only as determined by the client's treatment plan. Contractor agrees that all services provided shall comply with necessary requirements based on Medicaid service definitions.
- b. It is understood that Contractor's records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. Contractor agrees to provide clinical transactions and associated documentation in a timely manner, i.e. within 14 calendar days of service delivery. All obligatory information including documentation (e.g. progress notes) related to service delivery will accompany the service transaction. Contractor agrees to submit reports to COMCARE's Patient Billing no later than 14 calendar days after the delivery of service. Contractor may be subject to suspension of payment until the aforementioned reports are received by COMCARE. Contractor will receive payment after completion of the agreed upon payment process. All applicable records will be maintained by Contractor on such forms as County shall designate.
- d. Contractor expressly agrees that all services provided under this contract shall meet all applicable Medicaid, Kansas Health Solutions, and Social and Rehabilitation Services requirements and guidelines for service delivery, documentation, credentialing, incident reporting, staff training and supervision. Contractor agrees to make available to COMCARE all documentation necessary to verify Contractor has met these service requirements and guidelines. (Medicaid service definitions and limitations outlined below).
- e. It is mutually agreed by and between County and Contractor that this contract will be evaluated by County in terms of obtaining goals and objectives.

- f. Contractor shall provide written notice to the Director of COMCARE if it is unable to provide the required quantity or quality of service. This written notice shall include a plan to address the issues affecting quantity and/or quality of services being provided.
- g. Contractor is required to notify COMCARE of any critical incidents within 24 hours of the time Contractor becomes aware of the occurrence. COMCARE's Director of Quality Management must be notified by Contractor as soon as possible, but no later than 24 hours after Contractor is aware of the incident. As outlined in the KHS manual, the following incidents must be reported immediately:
- Death of a mental health consumer receiving services from Contractor.
 - Suicide attempt.
 - Medication error.
 - Any event requiring the services of the fire department or law enforcement agency beyond the scope of contractor's routine delivery of services.
 - Abuse or alleged abuse involving a consumer.
 - An injury or illness (non-psychiatric) of a consumer that requires medical treatment more intensive than first aid.
 - A consumer who is out of contact with staff for more than 24 hours without prior arrangement, or a consumer who is in immediate danger because he/she is missing for any period of time.
 - Any fire, disaster, flood, earthquake, tornado, explosion, or unusual occurrence that necessitates the temporary shelter or relocation of residents.
 - Seclusion or restraint (seclusion and/or restraint of clients on the SED or PRTF waiver must be reported by the fifth working day of the month to COMCARE's Director of Quality, Risk Management and Compliance).
 - Other incidents identified by Contractor as critical, adverse or unusual.
- h. Contractor agrees to maintain a vehicle operation and usage policy governing Contractor's employees and any applicants for employment whose responsibilities would include transporting clients served under this contract. The policy must be equally as restrictive as County's vehicle operation and usage policy, although it may be more restrictive if Contractor deems appropriate. A copy of County's policy is available upon request.
- i. Contractor agrees that all referrals for services shall come from COMCARE. Contractor agrees to utilize the COMCARE Children's or Crisis Services Treatment Plan for COMCARE referred consumers. COMCARE agrees

to provide Contractor with a copy of the current Treatment Plan and System of Care referral form for each referral prior to service delivery.

- j. Contractor shall direct all inquiries regarding referrals to COMCARE staff, i.e. Resource Facilitator or designee.
- k. Contractor shall not exceed the number of hours listed on the Treatment Plan. Hours in excess of the number of hours on the Treatment Plan may be denied payment.
- l. Contractor agrees to provide any requested information for all child/family team meetings requested by COMCARE-CS staff. This information will be provided in person whenever possible, or through written documentation.
- m. Contractor will meet with representatives from COMCARE Children's and Crisis services on a minimum yearly basis, to discuss successes, concerns, improvements and changes to be implemented.
- n. Consistent with good patient care and State of Kansas mental health licensing requirements, County and Contractor agree it is their mutual intent to comply with the provisions of state and federal regulations in regard to confidentiality of eligible participant records.
- o. To ensure compliance with all state and federal regulations, Contractor agrees to notify COMCARE within one business day of discovery of any improper coding violations.
- p. Contractor is responsible for obtaining all necessary training including KHS and SRS required trainings for the delivery of contracted services. Supervisors must also meet the qualification and training requirements as defined by KHS and SRS. Supervision of their provider staff will be delivered by the Contractor and will comply with all necessary requirements related to the specific service activity, including the nature and frequency of the contacts. Documentation of all staff members qualifications, training, and supervision will be made available to COMCARE.
- q. If youth are relocated from Sedgwick County, such as being moved into a residence in another county, they will be closed to this agreement. If clinical needs of youth suggest the continuum of services would be beneficial, a determination will be made by COMCARE's Director Children's Services and the CBS Director of the second county as to whether services may continue as previously delivered. This option may only be exercised in cases of movement to counties adjacent to Sedgwick County.

2. SERVICE DESCRIPTION

2. A. SHORT-TERM RESPITE CARE DEFINITION:

Short-term respite care provides temporary direct care and supervision for the member. The primary purpose is relief to families/caregivers of a member with serious emotional disturbance. The service is designed to help meet the needs of the primary caregiver as well as the identified consumer. Normal activities of daily living are considered content of the service when providing respite care, and these include: support in the home/after school/or at night, transportation to and from school/medical appointments/ or other community based activities, and/or any combination of the above. The cost of transportation is included in the rate paid to providers of these services. Short-Term Respite Care can be provided in an Individual's home or place of residence or provided in other community settings. Other community settings include: Licensed Family Foster Home, Licensed Group Boarding Home, Licensed Attendant Care Facility, Licensed Emergency Shelter, Out-Of-Home Crisis Stabilization House/Unit/Bed. Respite Services provided by or in an IMD are non-covered. The consumer must be present when providing Short Term Respite Care.

PROVIDER QUALIFICATIONS:

- Must have a high school diploma or equivalent;
- Must be 21 years of age and have minimum 2 years experience working with children with serious emotional disturbance or be equivalently qualified by education in the human services field or a combination of work experience and education with one year of education substituting for one year of experience;
- Completion of Respite Training according to the curriculum approved by SRS prior to providing the services;
- Must pass KBI, SRS child abuse check, Adult abuse registry and motor vehicle screens;
- Certification in: First Aid, CPR, Crisis Prevention/Management (example: CPI, Mandt, etc.).

LIMITATIONS/EXCLUSIONS:

Service Requires Prior Authorization

- Short-Term Respite Care may not be provided simultaneously with Professional Resource Family Care (Crisis Stabilization) Services.
- Short-Term Respite Care pre-approved for a duration of 72 hours per episode with a maximum of 300 hours allowed per calendar year. These limitations can be exceeded though prior authorization by SRS.

ALLOWED MODE(S) OF DELIVERY:

- Individual
- On-Site
- Off-Site

ADDITIONAL SERVICE CRITERIA:

1. Services provided to children and youth must include communication and coordination with the family and and/or legal guardian. Coordination with other child serving systems should occur as needed to achieve the treatment goals. All coordination must be documented in the youth's medical record.
2. Short-Term Respite Care will not duplicate any other Medicaid State Plan of service or other services otherwise available to the recipient at no cost.
3. Receive ongoing regular clinical supervision by a person meeting the qualifications of a Qualified Mental Health Professional (QMHP) or PAHP-designated LMHP with experience regarding this specialized mental health service, and such shall be available at all times to provide back up, support, and/or consultation.

GENERAL SHORT-TERM RESPITE CARE PROVISIONS:

1. Contractor will meet daily documentation procedures, as required by COMCARE. COMCARE will provide training to Contractor on an as-needed basis.
2. Accurate service documentation must be turned in to COMCARE no later than 14 days after service delivery. A monthly summary of services is due by the 10th of the month.
3. Short-term respite care services provided under this contract will correlate to the youth's treatment goals as outlined in the COMCARE Treatment Plan.

2.B. SED WAIVER PROFESSIONAL RESOURCE FAMILY CARE (CRISIS STABILIZATION)

Professional Resource Family Care (Crisis Stabilization) is intended to provide short-term and intensive supportive resources for the youth and his/her family. The intent of this service is to provide a crisis stabilization option for the family in order to avoid psychiatric inpatient and institutional treatment of youth by responding to potential crisis situations through the utilization of a co-parenting approach provided in surrogate family setting. The goal will be to support the youth and family in ways that will address current acute and/or chronic mental health needs and coordinate a successful return to the family setting at the earliest possible time. During the time the professional resource family is supporting the youth, there is regular contact with the family to prepare for the youth's return and his/her ongoing needs as part of the family. It is expected that the youth, family, and the professional resource family are integral members of the youth's individual treatment team. Transportation is provided between the participant's place of residence and other services sites or places in the community and the cost of transportation is included in the rate paid to providers of these services.

PROVIDER QUALIFICATIONS:

- Have a high school diploma or equivalent;

- Must be 21 years of age and have a minimum of 2 years experience working with children or be equivalently qualified by education in the human services field or a combination of work experience and education with one year of education substituting for one year of experience;
- Completion of state approved training according to a curriculum approved by SRS prior to providing the service;
- Pass KBI, SRS child abuse check, Adult abuse registry and motor vehicle screens;
- Family Home Setting licensed by Kansas Department of Health and Environment;
- Certification in: First Aid, CPR, Crisis Prevention/Management (example: CPI, Mandt, etc.).

ELIGIBILITY CRITERIA:

- HCBS SED Waiver eligible

LIMITATIONS/EXCLUSIONS:

- Service Requires Prior Authorization. Duration of services pre-approved for 21 days per episode and up to 90 days per calendar year.
- Additional days can be authorized with prior approval from HCBS SED Waiver Program Manager

ALLOWED MODE(S) OF DELIVERY:

- Individual
- On-site
- Off-site

ADDITIONAL SERVICE CRITERIA:

1. Services provided to children and youth must include communication and coordination with the family and/or legal guardian. Coordination with other child serving systems should occur as needed to achieve the treatment goals. All coordination must be documented in the youth's medical record.
2. Professional Resource Family Care (Crisis Stabilization) may not be provided simultaneously with Short-Term Respite Care and does not duplicate any other Medicaid State Plan Service or service otherwise available to recipient at no cost.
3. Receive ongoing and regular clinical supervision by a person meeting the qualifications of a Qualified Mental Health Professional (QMHP) or PAHP designated LMHP with experience regarding this specialized mental health service, and such shall be available at all times to provide back up, support, and/or consultation.

GENERAL PROFESSIONAL RESOURCE FAMILY CARE PROVISIONS:

1. Contractor will meet daily documentation procedures, as required by COMCARE. COMCARE will provide training to Contractor on an as-needed basis.
2. Accurate service documentation must be turned in to COMCARE no later than 14 days after service delivery. A monthly summary of services is due by the 10th of the month.
3. Professional resource family care services provided under this contract will correlate to the youth's treatment goals as outlined in the COMCARE Treatment Plan.

3. STATE REPORTING.

Contractor agrees to being included in the A.I.M.S. Database and will provide COMCARE with any documentation, both qualitative and quantitative, upon request and within the time frame designated by COMCARE.

4. SERVICE GOALS AND OBJECTIVES.

Contractor agrees to report on service goals and objectives quarterly. Performance reports are due by the 30th day of the month following the end of the calendar quarter. Reports should be submitted to the attention of the COMCARE Contract Administrator at 635 N. Main, Wichita, KS 67203.

1. At least 99.72% of youth with an SED receiving community-based services from Contractor shall reside in a family home setting that includes living in the birth family home, living independently, foster family, or with a relative or family friend.
2. At least 98.81% of youth with an SED receiving community-based services from Contractor shall attend school regularly (i.e. less than five unexcused absences in the last six months).
3. At least 90% of youth referred will receive service within 30 days of referral.

5. METHOD OF BILLING AND PAYMENT.

- a. Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing, and accounting procedures of Sedgwick County, Kansas.
- b. Contractor agrees to payment on a reimbursement basis. Payment will only be made for services on the youth's treatment plan and determined medically necessary by COMCARE staff. COMCARE agrees to communicate with Contractor regarding errors pertaining to clinical transaction submission, treatment plan authorization, and medication necessity.
- c. Billing shall be supported with documentation as described in paragraph 7, "Records, Reports and Inspections" of Appendix A. Payments shall be made to Contractor only for items and services provided to support the contract

purpose. County reserves the right to disallow reimbursement for any items or service billed by Contractor if County believes that the item or service was not provided to support the contract purpose.

- d. Appeals for non-payment based on Contractor discrepancies with COMCARE-CS reconciliation may be sent to the Director of COMCARE-CS. Payments shall be mailed to Contractor's address as set out in Appendix A, paragraph 20.
- e. Request for additional services (services over the amount authorized) must be documented in writing. The request may be put in writing via e-mail and sent to the client's case manager, the case manager's supervisor, and the project manager for affiliate and contract relations and the CS director. Requests for additional hours will be reviewed, and then approvals and denials will be conveyed back to DCCCA Inc. staff. Approval must be received before services are provided.
- f. For all assessments for medical necessity and treatment services performed by Contractor, if an external audit or other audit requires recoupment of Medicaid billed services because of inadequate documentation, Contractor will be responsible for that recoupment amount and any penalties assessed against County. 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.