

Tuberculosis Control Nurse Contract

LOCAL AGENCY SEDGWICK COUNTY, KS d.b.a. SEDGWICK COUNTY HEALTH DEPARTMENT
PROGRAM Tuberculosis
TERM January 1, 2012 - December 31, 2012
AMOUNT \$50,030.00

This Contract is made between the Kansas Department of Health and Environment ("KDHE") and Sedgwick County, Kansas ("Local Agency") for the purpose of funding a Tuberculosis Control Nurse ("TB Control Nurse") Position at the Local Agency.

IT IS MUTUALLY AGREED THAT:

1. The term of this Contract shall be from January 1, 2012 through December 31, 2012.
2. The total consideration paid hereunder shall not exceed Fifty Thousand Thirty Dollars (\$50,030.00).
3. Payments pursuant to this Contract are contingent upon KDHE's receipt of adequate funding through federal grants.
4. The provisions found in Contractual Provisions Attachment (form DA-146a), which is attached hereto, are hereby incorporated in this contract and made a part hereof.
5. The terms and conditions of the Grant Compliance Requirements Contract entered into by the parties on January 1, 2002 are hereby incorporated herein by reference as if the same were fully set out herein.

KDHE AGREES:

5. To reimburse actual expenditures not to exceed Fifty Thousand Thirty Dollars (\$50,030.00) for the term of this Contract upon receipt and approval of quarterly affidavits of expenditure .

LOCAL AGENCY AGREES:

6. To prepare and submit a budget of planned expenditures within fifteen (15) days of execution of this Contract by the Local Agency.
7. To continue the established Tuberculosis Control Program position at the Local Agency which will not replace the existent Tuberculosis Control Program personnel or activities, but will assist with and expand such activities.
8. To obligate Five Thousand Dollars (\$5,000.00) of to the consideration to be paid hereunder for use in training of staff within Local Agency's TB Program.

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9. To control the spread of Tuberculosis by coordinating care for persons infected with or having active Tuberculosis and by implementing in-service training to review criteria for diagnosis of Tuberculosis and treatment regimens.
10. To recommend normal and outbreak guidelines and standards by interpreting CDC and Kansas standards of care.
11. To perform Tuberculin skin testing, collect specimens for laboratory analysis, and dispense appropriate medications in clinics and in the field as necessary.
- 12.. To consult with physicians/clinicians, Kansas Department of Health and Environment TB Lab, and the Bureau Disease Control and Prevention's Tuberculosis Control Program to determine the appropriate diagnosis and treatment plan by reviewing the individual patient's medical history, current clinical findings, and laboratory test results within four days of diagnosis.
13. To monitor treatment plans by performing directly observed therapy for patients, observing patients for signs of adverse reactions to medications, locating lost patients, and utilizing incentives to encourage completion of the treatment plan.
14. To consult with other states' health departments regarding persons with active Tuberculosis who have transferred to those states.
15. To encourage patients who are infected with Tuberculosis to be tested for HIV and to encourage HIV clinics to refer their patients infected with HIV to be examined for possible Tuberculosis infection.
16. To intervene in the disease process among persons infected with, exposed to, or having active Tuberculosis in order to prevent further spread of disease by interviewing patients and their close contacts within five (5) days of initial diagnosis and encouraging at least 95% of the close contacts to seek medical examination and treatment if indicated.
17. Upon the request of KDHE, to permit the assignment of the TB Control Nurse to areas of South Central Kansas which will be designated by KDHE. In the event that the TB Control Nurse is unable (due to illness, vacation, resignation, or termination) to perform services requested by the State Agency outside the boundaries of Sedgwick County, the Local Agency will have no responsibility to provide, or arrange for, replacement staff to perform requested services.

In the event that the TB Control Nurse is unable, for any reason, to perform the duties set forth herein, to provide or arrange for replacement staff to perform said duties.
18. To collaborate with the Kansas Refugee Health Program in beginning/maintaining Tuberculosis activities specific to the Refugee population.
19. To maintain accurate patient records within the state's computerized disease surveillance system by appropriately updating the database regarding positive reactors and suspected or confirmed cases of active tuberculosis disease within seventy-two (72) hours of receiving such information and to accurately maintain, within the state's disease

surveillance system, all information concerning individuals who are known contacts to active cases of tuberculosis disease.

20. To submit to the State Agency, quarterly Program/Fiscal Reports consisting of a Tuberculosis Indigent Services Contract Reporting Form (Appendix A) and a Tuberculosis Program Progress Report (Appendix B) within fifteen (15) days after the end of each quarter (April 15, 2012, July 15, 2012, October 15, 2012 and January 15, 2013). The reports will provide fiscal data and describe services provided for the preceding quarter.

An amendment to the January 15, 2013 report will be accepted within thirty (30) days of that report (no later than February 15, 2013). Late filing of Certified Expenditure Local Agency shall be subject to the following monetary reductions of consideration to be paid pursuant to this Contract ("penalties") as :

Days after due date when affidavit was due	Paid at % of actual expenditure
1 - 5 days late	100%
6 - 10 days late	90%
11 - 20 days late	80%
Greater than 20 days late	50%

In the event of penalties being assessed, the lost revenue will not be available for distribution at a later date.

WITNESSETH THE PARTIES' HANDS THE DAY AND YEAR SET FORTH BELOW:

**SEDGWICK COUNTY BOARD OF
COUNTY COMMISSIONERS**

_____, Chairman
____ District


Date: _____

Robert Moser, Secretary
Kansas Department of Health and Environment

Date: _____

Attest:

Kelly B Arnold, County Clerk
Approved as to form:


Bill M. Raymond 12-7-2011
Assistant County Counselor Date

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. 1-01), 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 _____ day of _____, 20_____.

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.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State 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 vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."

**KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
AFFIDAVIT OF EXPENDITURES**

Appendix A

1. GRANTEE NAME:

Phone:

2. REPORT PERIOD:

3. GRANT TITLE:

Expenditure Classification	Local Match Amount	Grant Amount	Total Amount
4. SALARIES (Including Fring Benefits)			
5. TRAVEL			
6. SUPPLIES			
7. CAPITAL EQUIPMENT (List each item, make, model, serial #; include copy of invoice)*			
Sub-total Capital Equipment			
8. OTHER (List each item & cost)			
Sub-total other			
9. AFFIDAVIT TOTAL (Add lines 4-8)			

The above amounts are in agreement with the agency official accounting records. Individual Employee time reports are maintained and filed documenting time charged to this project.

10. AUTHORIZED SIGNATURE:

DATE:

*Attach additional sheet(s) as necessary

KDHE USE ONLY:
Audited By:

Submit Completed Affidavit to:
TB Control and Prevention
Attn: Phil Griffin
1000 SW Jackson, Suite 210
Topeka, KS 66612-1274
Fax: 785-291-3732