

WCGME RESIDENCY AGREEMENT

This contract is entered into this ____ day of _____ 2013, by the Wichita Center for Graduate Medical Education, hereinafter referred to as “**WCGME**,” or “**CONTRACTOR**,” the University of Kansas School of Medicine-Wichita, hereinafter referred to as “**UNIVERSITY**,” and Sedgwick County, Kansas, on behalf of its Comprehensive Community Care of Sedgwick County, the community mental health center, hereinafter referred to as “**COMCARE**.”

Witnesseth:

WHEREAS, WCGME, a not-for-profit, tax-exempt Kansas corporation, coordinates a fully ACGME-accredited medical residency training program in Wichita under the sponsorship of the University of Kansas School of Medicine-Wichita (University);

WHEREAS, COMCARE has clinic facilities available for the conduct of graduate medical education for psychiatry residents in cooperation with the University;

WHEREAS, the parties desire cooperation in their efforts to provide educational opportunities for medical residents in psychiatry training; and,

WHEREAS, the parties warrant that they are capable of providing the services hereinafter described;

NOW, THEREFORE, in consideration of the following terms, conditions and covenants, the parties hereto agree as follows:

SECTION 1. Purpose.

- A. The purpose of this contract is to provide medical residents in psychiatry training in the educational opportunities to develop expertise in the interdisciplinary approach to program planning and treatment delivery; in psychiatric assessment and diagnosis; in psychopharmacology; in forensic evaluation; in behavioral cognitive approaches to the treatment of patients with mental health problems; in the practice of methodologies that would result in the integration of findings from other disciplines; and in the creation of an effective treatment plan to address the mental health needs of patients. Residents will also develop expertise in community telepsychiatry to address the mental health needs of rural Kansas. Additionally, this program is intended to facilitate the recruitment, retention and advancement of psychiatrists at community facilities.

- B. The purpose of this contract is also to maintain a mutually beneficial collaboration between WCGME, UNIVERSITY and COMCARE. Such a collaboration may include clinical health services to the mental health center and the availability of continuing medical education opportunities for regular community mental health center staff.

- C. One objective of this contract is to assist COMCARE in the recruitment and advancement of qualified, board eligible and certified psychiatrists.

SECTION 2. Term. The term of this contract shall commence July 1, 2013, and shall terminate June 30, 2014. This contract may continue for a reasonable time after June 30, 2014, but no longer than six (6) months if both parties agree to continue operating under the terms of this contract while they are actively developing a contract for 2015.

SECTION 3. Renewal. This contract may be renewed for subsequent annual periods by written acknowledgment of all parties at least 60 days prior to the above-stated ending date.

SECTION 4. Program Operation. WCGME will allow residents in its program to rotate in the clinical placement offered by COMCARE. WCGME will develop a procedure for designation of residents rotating in these services and will, in advance, provide all parties with the names, credentials and any other legal or licensing material that may be needed to grant residents with limited privileges to practice under supervision.

- A. At the direction of University's Program Director, WCGME will designate approximately five (5) residents who shall collectively provide approximately 1.3 FTE staffing throughout the contract term to rotate in COMCARE no less than 30 days prior to the designated starting date of such rotations.
- B. The assignment of individual physicians will be in periods of six (6) to twelve (12) months in COMCARE. Transitional factors and individual circumstances may necessitate longer or shorter assignments of certain residents.
- C. The University and COMCARE will provide supervision to the residents rotating in the COMCARE services. The University may grant faculty appointment to COMCARE's residency supervisors.
- D. The University will provide teaching and other didactic activities to the residents as is described in its educational curriculum. COMCARE will allow the residents to attend classes and participate in seminars as required.
- E. The activities of the residents will include, but not be limited to: performing all activities conducive to the purpose of this contract and the delivery of high quality mental health care such as admitting patients; performing psychiatric assessments and diagnostic evaluations; establishing multi-axial diagnoses; performing physical exams; keeping progress notes on their patients; reviewing and addressing laboratory and ancillary services reports; meeting with the interdisciplinary treatment team to formulate and implement treatment plans; meeting with relatives of patients; communicating with outside referral sources; and any other activity that is deemed necessary within their scope of practice and expertise.
- F. The residents shall be on site at their assigned locations on their assigned days from 8:00 a.m. to 5:00 p.m. During other weekdays, from 8:00 a.m. to 5:00 p.m., residents may be available by telephone or pager.
- G. The residents are expected to engage in relevant telepsychiatry experiences and also

expected to provide educational experiences for members of COMCARE's medical staff and treatment team on relevant clinical topics.

- H. Residents shall comply with all policies and procedures of COMCARE. COMCARE will ensure that residents have access to such policies and procedures.
- I. WCGME expressly understands and agrees that as a condition of this contract residents must complete all mandatory HIPAA and/or compliance training within three months of beginning their rotation at COMCARE. COMCARE agrees to provide the necessary computer access for residents to take the training.

SECTION 5. Program Monitoring. COMCARE and UNIVERSITY assume concurrent responsibility in the monitoring of the performance and development of the residents.

- A. All parties will develop mutually agreed upon systems and standards to monitor attendance, productivity and performance of each resident.
- B. COMCARE will provide quarterly reports to the Psychiatry Residency Program Director and individual reports to assess individual performance. University will provide COMCARE with guidelines developed by the University.
- C. WCGME assumes the responsibility of being the employer, but not the supervisor, for the residents. As such, WCGME will assign stipend levels for each resident, will deduct taxes as defined by law, will provide benefits including workers compensation insurance as required by law, and will keep records of these functions for audit purposes.
- D. The University and COMCARE, through their designees, will conduct regular meetings to have an ongoing evaluation process of the resident training program and overall educational experiences.
- E. WCGME will monitor the residents' compliance with the licensure requirements to practice medicine in the State of Kansas, will provide malpractice insurance for itself and its employees, and will confirm that the residents have a current DEA registration number.
- F. The Psychiatry Residency Program Director, in collaboration with COMCARE, will be responsible for psychiatry training program activities and will oversee the training and educational supervision of residents in all training settings. COMCARE will retain full responsibility for the care of its patients.
- G. WCGME shall not be responsible for claims, damages or liability for personal injury or damage to property, real or personal, directly or indirectly arising from the negligent or wrongful acts of either COMCARE or UNIVERSITY, their officers, agents or volunteers. COMCARE agrees that UNIVERSITY shall not be responsible for claims, expenses, damages or liability for personal injury or damage to property, real or personal, directly or indirectly arising from the negligent or wrongful act of

COMCARE, its officers employees, agents or volunteers. WCGME agrees that neither COMCARE nor UNIVERSITY shall be responsible for claims, expenses, damages or liability for personal injury or damage to property, real or personal, directly or indirectly arising from the negligent or wrongful act of WCGME, its officers employees, agents or volunteers. WCGME and its resident employees are “healthcare providers” as that term is defined in K.S.A. 40-3401.

SECTION 6. Program Funding.

COMCARE agrees to reimburse WCGME monthly for the actual costs for each resident, for a total amount not to exceed \$65,000.00. Payment will be made upon receipt of billing documenting actual expenditures.

SECTION 7. Incorporation of Appendices. The provisions found in Appendix A - General Contractual Provisions, which is attached hereto is hereby incorporated in this contract and made a part hereof. The parties agree that UNIVERSITY is not a commercial vendor and the Insurance Requirements of Section 11 of Appendix A do not apply to UNIVERSITY.

SECTION 8. Availability of Records. Until the expiration of five years after the furnishing of services pursuant to this contract, the parties shall make available upon written request of the Secretary of Health and Human Services, or upon request of the Comptroller General, or any of their duly authorized representatives, or Sedgwick County, the contract, books, documents and other records of the parties that are necessary to certify the nature and extent of the costs of inpatient and outpatient services. In the event that Section 952 of the Omnibus Budget Reconciliation Act of 1980 is determined inapplicable to this contract, then in that event access to the books, documents and other records of the parties need not be allowed and may remain confidential.

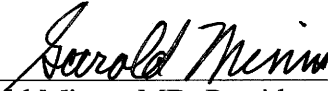
[APPROVALS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have affixed their signatures.


Sedgwick County, Kansas

Wichita Center for Graduate Medical Education

James B. Skelton, Chairman
Board of County Commissioners


Garold Minns, MD, President

ATTEST:


Annette Klaus, Interim Chief Operating Officer

Kelly B. Arnold, Sedgwick County Clerk

Wichita Center for Graduate Medical Education


APPROVED AS TO FORM

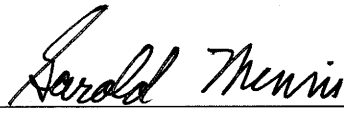
APPROVED AS TO FORM


Jennifer Magaña, Deputy County Counselor

on file at WCGME
Patricia M. Dengler, General Counsel

UNIVERSITY OF KANSAS SCHOOL OF MEDICINE – WICHITA


Lyle Baade, PhD is the Interim Chair
Department of Psychiatry and Behavioral Medicine


Garold Minns, MD, Dean
University of Kansas School of Medicine - Wichita

APPROVED AS TO FORM:

on file at KU
Steve Ruddick, General Counsel

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 20 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.

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.

17. 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 with the provisions of K.S.A. 44-1031, requiring reports to be submitted with 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).

18. 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. 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

WCGME: Wichita Center for Graduate Medical Education
Attn: Chief Operating Officer
1010 N. Kansas Avenue
Wichita, KS 67214

UNIVERSITY: Garold Minns, MD, Dean
University of Kansas School of Medicine – Wichita
1010 N. Kansas
Wichita, KS 67214

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 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. The statement of tax clearance must be provided before contract renewal/initiation and be dated no more than 30 days prior to beginning date of the contract term.

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.