

Amendment Two
To the Contract Between the
KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT
the
SEDGWICK COUNTY, BOARD OF COUNTY COMMISSIONERS
On behalf of
SEDGWICK COUNTY HEALTH DEPARTMENT
for
Outreach, Prevention and Early Intervention Services

The above referenced agreement entered into by and between the Kansas Health Policy Authority; subsequently transferred to the Kansas Department of Health and Environment, Division of Health Care Finance, hereinafter sometimes referred to as (KDHE/DHCF), effective July 1, 2011, in accordance with Executive Reorganization Order No. 38, signed by Governor Sam Brownback on February 4, 2011; and Sedgwick County Board of County Commissioners, hereinafter sometimes referred to as "County," and the Sedgwick County Health Department, hereinafter sometimes referred to as "Service Contractor," is hereby amended by agreement of the parties.

THEREFORE, the parties hereto agree to renew the original contract as referenced above as follows:

1. **Purpose.** To renew the contract for the second and final of two (2), optional one-year renewals, July 1, 2012 through June 30, 2013, and to set compensation for the renewal period.
2. **Compensation:** Total funding for the period July 1, 2012 through June 30, 2013 shall not exceed \$2,000,000.00, said amount comprising the County matching funds of \$1,000,000.00 and the federal financial participation amount of \$1,000,000.00.
 - a. A total of \$1,708,000.00 (\$854,000.00 local match and \$854,000.00 Federal match) will be allocated to the Sedgwick Healthy Babies Program and \$292,000.00 (\$146,000.00 local match and \$146,000.00 Federal match) will be allocated to the Healthy Families Program
3. **Other.** All remaining terms and conditions of the original agreement and subsequent addenda shall remain the same.

SIGNATURE PAGE

IN WITNESS HEREOF the parties hereto, affix their signatures to the renewal Agreement.

APPROVED AS TO FORM:

SEDGWICK COUNTY, BOARD OF COUNTY COMMISSIONERS



Bill H. Raymond
Assistant County Counselor

Tim R. Norton, Chairman
2nd District
Board of County Commissioners

6-11-2012

Date

Date

KANSAS DEPARTMENT OF HEALTH AND ENVIRONMENT

KANSAS DEPT. OF ADMINISTRATION

Robert Moser, M.D., Secretary

Chris Howe, Director
Procurements and Contracts

Date

Date

4139-10

AMENDMENT ONE
to the Agreement
between the
~~KANSAS HEALTH POLICY AUTHORITY~~ *KANSAS Dept of Health + Environment*
and the
SEDGWICK COUNTY BOARD OF COUNTY COMMISSIONERS
On behalf of the
SEDGWICK COUNTY HEALTH DEPARTMENT
for
Outreach, Prevention and Early Intervention Services

The above referenced agreement entered into by and between the ~~Kansas Health Policy Authority~~ *KANSAS Dept of Health + Environment*, hereinafter referred to as ~~KHPA~~ *KHPA*, and Sedgwick County, hereinafter sometimes referred to as "County," and the Sedgwick County Health Department, hereinafter sometimes referred to as "Service Contractor" is hereby amended by agreement of the parties.

The above parties entered into an original contract to identify at-risk families in Sedgwick County, Kansas and provide outreach, prevention and early intervention services to those families, and now wishes to renew such contract;

THEREFORE, the parties hereto agree to renew the original contract as referenced above as follows:

1. **No Lapse for Successor to KHPA**

Pursuant to Executive Reorganization Order No. 38, KHPA ^{became} ~~will become~~ the Division of Health Care Finance, Kansas Department of Health and Environment effective July 1, 2011. ~~This agreement, while executed before this effective date, will continue in effect.~~ The successor can exercise any contractual authority granted to KHPA.

2. **Purpose.** To renew the contract for the first of two (2), optional one-year renewals, July 1, 2011 through June 30, 2012, and to set compensation for the renewal period.

- a. **Compensation:** Total funding for the period July 1, 2011 through June 30, 2012 shall not exceed \$1,848,000.00, said amount comprising the Service Contractor matching funds of \$924,000.00 and the federal financial participation amount of \$924,000.00
- b. A total of \$1,648,000.00 (\$824,000 local match and \$824,000 ffp) will be allocated to the Sedgwick Healthy Babies Program and \$200,000.00 (\$100,000 local match and \$100,000 ffp) will be allocated to the Healthy Families Program.

3. **Other.** All remaining terms and conditions of the original agreement and subsequent addenda shall remain the same.

CSA


KHPA2010-010
Page 2 of 2

SIGNATURE PAGE


IN WITNESS HEREOF Contractor and ^{KDHE}~~KHPA~~, hereto affix their signatures to the renewed Agreement.

SEDGWICK COUNTY

**KANSAS Dept of Health and Environment
KANSAS HEALTH POLICY AUTHORITY**



David M. Unruh,
Chairman, 1st District
Board of County Commission



~~Andrew Allison, PhD~~ Robert Moser MD
~~Executive Director~~ Secretary

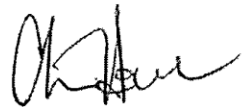
6/22/11

Date

9/15/2011

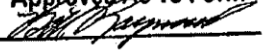
Date

**KANSAS DEPT. OF ADMINISTRATION
DIVISION OF PURCHASES**



Chris Howe, Director
9/16/11

Date

Approved As To Form




4139-10

AGREEMENT
between the
KANSAS HEALTH POLICY AUTHORITY
the
SEDGWICK COUNTY BOARD OF COUNTY COMMISSIONERS
On behalf of the
SEDGWICK COUNTY HEALTH DEPARTMENT
for
Outreach, Prevention and Early Intervention Services

This agreement is entered into by and between the Kansas Health Policy Authority, hereinafter referred to as "KHPA", and Sedgwick County, hereinafter sometimes referred to as "County;" on behalf of the Sedgwick County Health Department, hereinafter sometimes referred to as "Department."

WHEREAS, K.S.A. 2009 Supp. 75-7403 authorizes the KHPA to enter into a contract for services, and;

WHEREAS, the Department desires to develop, implement, and maintain a voluntary program that provides outreach, prevention and early intervention services to new, low-income parents and children with emphasis on adolescent and pregnant teen parents of at-risk infants in the County, and;

WHEREAS, the KHPA and the County recognize a need for the program proposed by the Department and desire to promote said program, and;

WHEREAS, Federal Financial Participation (FFP) is available to pay a portion of the project costs, and;

NOW, THEREFORE, for and in consideration of their mutual promises, the parties hereby agree as follows:

I. KHPA RESPONSIBILITIES:

- A. Consultation/Review:** KHPA shall provide consultation and technical assistance to the Department during the term of this agreement, as well as review the quarterly program reports as part of the evaluation process for the program.
- B. Funding:** KHPA shall draw down and pay the County \$824,000.00 in total annual draw-downs of Medicaid Funds for the year, in quarterly increments of \$206,000.00, after an invoice showing expenditures for the quarter and requesting "draw down" of Medicaid funds (Federal Financial Participation) and certification of non-federal matching funds using the certification form provided by KHPA and signed by the Chairman of the Board of County Commissioners or other elected official or employee authorized to sign on behalf of the Board of County Commissioners is received.

II. COUNTY RESPONSIBILITIES:

- A. Funding:** The County shall provide certifiable, matching, non-federal funds in the amount of \$824,000.00 which is fifty percent (50.0%) of the total contract amount of \$1,648,000.00. Certifiable funds include, but are not limited to, taxes levied and received by the County, fees, bona fide donations, and other funds received by the County from non-federal sources (generally, although there may be exceptions) that are not already used for other ffp funds. Bona fide donations must comply with the requirements found in the Code of Federal Regulations (CFR) Sections 433.50 through 433.74, *et al.* that interpret and implement Section 1902(a)(2) and section 1903(w)(7)(G) of the Social Security Act.

Specifically 42 CFR Section 433.50, defines a unit of government that can certify matching, non-federal funds and 42 CFR Section 433.54 clarifies what a bona fide provider donation is and how one may be used.

1. “Sec. 433.50 Basis, scope, and applicability.

Source: 57 FR 55138, Nov. 24, 1992, unless otherwise noted.

- (a) Basis. This subpart interprets and implements--(1) Section 1902(a)(2) and section 1903(w)(7)(G) of the Act, which require States to share in the cost of medical assistance expenditures and permit State and local units of government to participate in the financing of the non-Federal portion of medical assistance expenditures.
- (1) A unit of government is a State, a city, a county, a special purpose district, or other governmental unit in the State that: has taxing authority, has direct access to tax revenues, is a State university teaching hospital with direct appropriations from the State treasury, or is an Indian tribe as defined in Section 4 of the Indian Self-Determination and Education Assistance Act, as amended [25 U.S.C. 450b].”

Therefore, only a State, city, county, special purpose district, or other governmental unit has taxing authority or has direct access to tax revenues may certify matching funds.

2. “42 CFR Section 433.54 Bona fide donations.

- (a) A bona fide donation means a provider-related donation, as defined in Sec. 433.52, made to the State or unit of local government, that has no direct or indirect relationship, as described in paragraph (b) of this Section, to Medicaid payments made to--
- (1) The health care provider;
- (2) Any related entity providing health care items and services; or
- (3) Other providers furnishing the same class of items or services as the provider or entity.
- (b) Provider-related donations will be determined to have no direct or indirect relationship to Medicaid payments if those donations are not returned to the individual provider, the provider class, or related entity under a hold harmless provision or practice, as described in paragraph (c) of this section.
- (c) A hold harmless practice exists if any of the following applies:
- (1) The State (or other unit of government) provides for a direct or indirect non-Medicaid payment to those providers or others making, or responsible for, the donation, and the payment amount is positively correlated to the donation. A positive correlation includes any positive relationship between these variables, even if not consistent over time.
- (2) All or any portion of the Medicaid payment to the donor, provider class, or related entity, varies based only on the amount of the donation, including where Medicaid payment is conditional on receipt of the donation.
- (3) The State (or other unit of government) receiving the donation provides for any direct or indirect payment, offset, or waiver such that the provision of that payment, offset, or waiver directly or indirectly guarantees to return any portion of the donation to the provider (or other parties responsible for the donation).
- (d) CMS will presume provider-related donations to be bona fide if the voluntary payments, including, but not limited to, gifts, contributions, presentations or awards, made by or on behalf of individual health care providers to the State, county, or any other unit of local government does not exceed--
- (1) \$5,000 per year in the case of an individual provider donation; or

- (2) \$50,000 per year in the case of a donation from any health care organizational entity.
- (e) To the extent that a donation presumed to be bona fide contains a hold harmless provision, as described in paragraph (c) of this section, it will not be considered a bona fide donation. When provider-related donations are not bona fide, CMS will deduct this amount from the State's medical assistance expenditures before calculating FFP. “

Bona fide donations must be given directly to the County from the donor and the donor and amount donated must be identified in the funding certification submitted quarterly by the Board of County Commissioners.

- B. Funding Certification:** During the contract year, on a quarterly basis, the Board of County Commissioners or their designee shall certify to KHPA on a form provided by KHPA (Attachment C - Certification of Non-Federal Match Form) or duplicate thereof, that it has expended or will expend \$206,000.00 as matching funds required to match the FFP for this contract and that both federal and matching funds have been or will be expended for the purposes specified herein. This form should be submitted to KHPA for expenditures incurred in each calendar quarter (Ex: Jan-Mar, April-Jun, July-Sept, Oct-Dec).
- C. Invoice:** The County Budget Officer or other authorized official or employee shall submit an invoice each calendar quarter (Attachment D or other form containing the required information) certifying that funds expended or to be expended were or shall be expended for services as specified in this agreement and requesting draw down of federal financial participation (ffp) and reimbursement to the County in an amount of \$206,000.00.
- D. Hold Harmless:** *To the extent permitted by law* County shall indemnify the State against any and all loss of federal funds as a result of a finding by the federal government that the “certified match funds” provided by the County did not meet federal requirements or to loss of federal funds to any extent arising out of the County’s negligence in the performance of services under this contract.

III. DEPARTMENT RESPONSIBILITIES:

- A. Program Development:** Department shall develop, implement and maintain Program elements to promote best practices in providing prevention/early intervention services to new parents. Program elements shall include:
1. Identify all families of at-risk infants from a targeted geographic area using reliable screening mechanisms.
 2. Provide intensive, long-term, home visitor support.
 3. Facilitate bonding between parent and infant.
 4. Empower parents to seek support services through available community resources.
 5. Promote healthy child development.
 6. Prevent child abuse and neglect among project children from birth to age 5 or as long as the child or children are in the Department’s Program(s).
 7. Link the child to a pediatric medical facility, other community services, and to developmental resources, as needed.
 8. Initiate services with new parents before birth or at birth.
 9. Identify families who are most in need of services
 10. Offer services voluntarily and use positive, persistent, outreach efforts to build family trust.
 11. Offer services intensively (at least once a week) and over the long term (2-5 years), with well-defined criteria for increasing or decreasing frequency of services.
 12. Ensure services are culturally appropriate and staff acknowledges, understands and respects the family’s cultural differences. Staff and materials used shall reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.

13. Ensure services are comprehensive, focusing on supporting the family as a whole (parent(s) and child or children).
14. Ensure services are provided by staff with caseloads limited and monitored, to assure that home or office visits provide an adequate amount of time for each family visit to meet their unique and varying needs and to plan for future activities.
15. At a minimum, all families shall be linked to a medical provider to assure optimal health and development (i.e., the Medicaid Early, Periodic Screening, Diagnosis and Treatment Program (EPSDT), timely immunizations, well-child care, etc.). Dependent upon the family's needs, they may also be linked to additional services such as financial, food and housing assistance programs; school readiness programs; child care and job training programs; family support centers, substance abuse treatment programs and domestic violence shelters as determined necessary by the Department.

B. Reports: The Department shall report to KHPA quarterly and annually regarding the program success. Reports are due with the certification of funds and invoice requesting draw-down and payment of the Medicaid matching funds.

As a guideline and measurement for reporting on the program's success, the Department shall utilize Attachment B, Program Report, which is incorporated herein by reference and made a part of this agreement.

The Department acknowledges that KHPA may adjust attachment B at any point within the contracting period to include the addition of new information. The Department shall make potential adjustments within 60 days at the Department's expense.

1. Service providers should receive intensive training specific to their role in order to understand the essential components of family assessment and visitation. This training must include, but is not limited to, the areas of:
 - (a) identifying at-risk families
 - (b) offering services and making referrals
 - (c) assisting with the application for Medicaid or CHIP services
 - (d) promoting use of preventive health care
 - (e) securing medical homes
 - (f) emphasizing the importance of immunizations and the EPSDT Program
 - (g) utilizing creative outreach efforts
 - (h) establishing and maintaining trust with families
 - (i) building upon family strengths
 - (j) developing an individual family support plan
 - (k) observing parent-child interactions
 - (l) determining the safety of the home
 - (m) managing crisis situations
2. Service providers should receive ongoing, effective supervision on a weekly basis so they are able to:
 - (a) develop realistic and effective plans to empower families to meet their objectives;
 - (b) understand why a family may not be making progress and how to work with that family more effectively;
 - (c) develop accurate assessment skills;
3. Home visitors should have a framework of education/experience which prepares them for handling the variety of situations they may encounter when working with at-risk families. All service providers should participate in basic training opportunities in order to effectively perform their job in the areas of cultural competency, substance abuse, reporting child abuse, domestic violence, drug exposed infants, and services in their community.

Failure of the Department to provide qualified staffing at the level required may result in termination of this contract.

4. **Reports:** The Department shall report to KHPA quarterly regarding the program success, with reports being due with the quarterly certification of funds and invoice requesting the draw-down and payment of Medicaid matching funds.

IV. CONTRACT TERMS AND CONDITIONS:

- A. **Term:** The term of this contract shall begin July 1, 2010 through June 30, 2011 with two (2) additional one (1) year renewals, at the option of the parties hereto, and in written agreement of the parties.
- B. **Compensation:** Total annual funding under this agreement shall not exceed \$1,648,000.00, said amount comprising the County's certified matching funds of \$824,000.00 and the ffp amount of \$824,000.00. In the event increased funding becomes available to the County, and the County wishes to expand the scope of services the County shall notify KHPA in order that an amendment to the contract be prepared, if applicable.

County shall submit the quarterly certification and request the quarterly "draw down" of funds in the amount of \$206,000.00 on or about July 1, October 1, January 1, and April 1 of the agreement year. The Department's report must accompany the certification and request for quarterly "draw down" of funds.

Quarterly payments shall be processed within two weeks of receiving the County's invoice or "draw down" request, Program Report and certification of matching funds. In no event shall the payment exceed forty-five days from date of request.

- C. **Suspension/Termination:** Any of the parties hereto may terminate this agreement for any reason by giving written notice of the termination to the remaining parties at least 30 days prior to the date of termination stated in the written notice.

Further, it is understood and agreed that all obligations of KHPA, including continuance of payments hereunder, are contingent upon the availability and continued appropriation of state and federal funds, and in no event shall KHPA be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the state or federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the services specified hereunder for any reason whatsoever, KHPA shall notify the County and Department of such reduction of funds available and shall be entitled to reduce the KHPA's commitment hereunder or to terminate the contract as it deems necessary.

- D. **Termination for Unavailability of Funds:** It is understood and agreed by the County and the Department that all obligations of the State of Kansas, including continuance of payments hereunder, are contingent upon the availability and continued appropriation of state and federal funds, and in no event shall the State of Kansas be liable for any payments hereunder in excess of such available appropriated funds. In the event that the amount of any available or appropriated funds provided by the state or federal sources for the purchase of services hereunder shall be reduced, terminated or shall not be continued at an aggregate level sufficient to allow for the purchase of the services specified hereunder for any reason whatsoever, the State of Kansas shall notify County and the Department of such reduction of funds available and shall be entitled to reduce the State's commitment hereunder or to terminate the contract as it deems necessary.
- E. **Retention of and Access to Records:** All records prepared pursuant to this agreement shall be retained and safeguarded for a six-year period following termination of this agreement, and said records shall be made available to any other party to this agreement, and independent auditor retained by any other party, the Secretary of Health & Human Services, the U.S. Comptroller General, the Auditor of the Kansas Legislative Division of Post Audit, or their designees.

Each party shall bear the costs of storing, retrieving, and producing its records created and required to be kept under this agreement.

In the event that the terms of this agreement give rise to litigation, the parties shall retain all documents arising out of the litigation, for two years following termination of the litigation and any appeal thereof.

- F. Independent Contractor Status:** At all times pertinent to this agreement the County and Department shall perform as and hold the status of independent Contractors and at no time be deemed employees of the State. County and Department shall have sole discretion in directing the conduct, activities, and duties performed by their respective employees pursuant to this agreement.

County and Department shall take appropriate measures to ensure that their personnel who perform services are adequately covered by any and all employer related taxes and insurance in accordance with applicable law. KHPA will not withhold any form of taxes, insurances, assessments, or plan payments required of an employer-employee status or that which may be requested by the County or Department, and County and Department shall be solely responsible for said taxes, insurances, assessments, and plan payments.

- G. Confidentiality:**
The Department may have access to private or confidential data maintained by State to the extent necessary to carry out its responsibilities under this contract. Department must comply with all the requirements of the Kansas Open Records Act in providing services under this contract. Department shall accept full responsibility for providing adequate supervision and training to its agents and employees to ensure compliance with the Act. No private or confidential data collected, maintained or used in the course of performance of this contract shall be disseminated by either party except as authorized by statute, either during the period of the contract or thereafter. Department must agree to return any or all data furnished by the State promptly at the request of State in whatever form it is maintained by Department. On the termination or expiration of this contract, Department will not use any of such data or any material derived from the data for any purpose and, where so instructed by State, will destroy or render it unreadable.

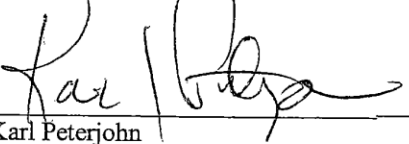
KHPA shall not disclose Private Health Information to the County or Department.

- H. Attachments:** The provisions found in Contractual Provisions Attachments A (DA-146a), B (Program Report), C (Certification Form) and D (Sample Invoice) (which are attached hereto, are hereby incorporated in this contract and made a part thereof.
- I. Modifications:** Modification or amendment to this agreement shall be in writing and executed with the same formality as the original.
- J. Assignment:** Neither the County nor the Department may assign or delegate its duties or obligations under this agreement without prior written consent of the KHPA.

KHPA2011-010
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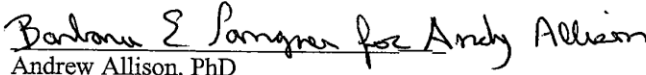
IN WITNESS HEREOF, the parties hereby execute this agreement on the day and year identified by the signatures below.

SEDGWICK COUNTY


Karl Peterjohn
Chairperson, Sedgwick County
Board of County Commissioners

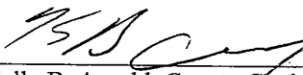
8-11-2010
Date

KANSAS HEALTH POLICY AUTHORITY


Andrew Allison, PhD
Executive Director of the
Kansas Health Policy Authority
DAO 9/24/10

9/28/10
Date

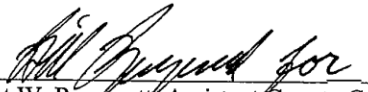
ATTEST:


Kelly B. Arnold, County Clerk



8-11-2010
Date

Approved as to form:


Robert W. Parnacott, Assistant County Counselor

Attachment A
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 of 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

Attachment B (updated 7/19/10)
Outreach, Prevention and Early Intervention
Services
Kansas Health Policy Authority
QUARTERLY REPORT

(Count parent and child as one unit unless indicated otherwise)					
	Q1 2010	Q2 2010	Q3 2011	Q4-2011	YTD
New participants					
Total new participants					0
Total prenatal referrals					0
Total referrals at birth					0
Total referrals at discharge					0
Total of pregnant teens					0
Total of post delivery teens					0
Total of home visits					0
Total of group visits					0
Total enrolled in Medicaid at 1st contact					0
Total of applicants in Medicaid program					0
Total participating in family planning,if applicable					0
Total with private health insurance					0

	Q1 2010	Q2 2010	Q3 2011	Q4-2011	YTD
Teen Pregnancy					
Total of pregnant teens in program					0
Total of teen mother's in program					0
Total of teen mother's with more than 1 child					0
Total of pregnant teens receiving prenatal care					0
Total of teen mother's on Medicaid					0
Total of teen applicants for Medicaid					0
Total with private health insurance					0
Total participating in family planning, if applicable					0

	Q1 2010	Q2 2010	Q3 2011	Q4-2011	YTD
Overall Program Participation					
Total enrolled in program					0
Total enrolled in Medicaid					0
Total enrolled and active in Kan-B-Healthy					0
Total of home visits					0
Total of group visits					0
Total actively utilizing program services					0

Total number-unresponsive to outreach effort										0
Total number completing program through age 2										0
Total number completing program through age 3										0
Total number completing program through age 5										0
Total number dropping out of program or inactive for 3 or more months										0
Total with private health insurance										0
Total-Drug/Alcohol abuse history										0
Total-Daily tobacco use										0

	Q1 2010	Q2 2010	Q3 2011	Q4-2011	YTD
Child Wellness-# of/total- Example 12/20 (for each category)					
Total of children served/enrolled					0
Total of families w/children receiving primary care					0
Total of families with children following immunization schedule					0
Total of individuals enrolled in CHIP					0
Total of individuals with private health insurance					0

Program Summary/Comments:

Attachment C
Certification of Non-Federal Match Form
(To be used to certify Medicaid Matching Funds for Contract KHPA2011-0##)

INSTRUCTIONS: Complete items 1 through 4 below, sign and date, and return the form to the address at the top of the second page. Please refer to your Invoice - Total Program Expenditures for this Quarter section when completing this form.

County: Sedgwick County, Kansas

Federal Employer Identification Number (Sedgwick County's Number) _____

QUARTER: _____ (MO/YY – MO/YY)

1. TOTAL FUNDS ALLOWABLE \$ 412,000.00

*Note-This amount should come from the Quarterly Invoice and equal the Total Expenses for the Quarter

2. TOTAL MEDICAID EXPENDITURES

(Amount Expended or to be expended - FEDERAL SHARE ONLY) \$ 206,000.00

3. NON FEDERAL MATCH REQUIRED = (#1 – #2)

(Certified Funds that the County must Identify) \$ 206,000.00

4. NON FEDERAL MATCH FUNDS provided by County. Designate the source and amount of funds in your County budget that you are using to match the federal funds received from Medicaid. The total amount of the certified funds that you identify must equal the amount shown in item #3 above.

SOURCE AMOUNT

_____ \$ _____

_____ \$ _____

_____ \$ _____

I, on behalf of the Board of County Commissioners of Sedgwick County, certify that, to the best of my knowledge, the Non-Federal Match identified in #3 above, for the Quarter ending _____ represents funds expended or to be expended by the Sedgwick county Health Department for Outreach, Prevention and Early Intervention Services. The amount expended or to be expended is from the sources identified and is eligible for federal match and does not duplicate any Federal claims for reimbursement, nor are the funds used to match other federal funds, unless expressly allowed by federal regulation. The funds sought from federal financial participation and the certified funds expended or to be expended as the non-federal match requirement have been or will be expended for Medicaid activities related to the delivery or coordination of outreach, screening, diagnosis, treatment, intervention or other program services, and I certify that to the best of my knowledge the Sedgwick County Health Department has records on file documenting that there were allowable paid claims for these services that were actually delivered to program beneficiaries during the quarter.

CERTIFICATION OF FUNDS BY THE CHAIRMAN OF THE BOARD OF COUNTY COMMISSIONERS OR OTHER AUTHORIZED ELECTED OFFICIAL OR EMPLOYEE OF THE COUNTY:

Signature _____ Name (Printed): _____ Date: _____

Chairperson of the Board of County Commissioners

Or other authorized elected official or employee of the County whose title is: _____

RETURN THIS COMPLETED FORM TO:

**Kansas Health Policy Authority
Attention: Medicaid Contracts Unit
900 SE Jackson St., Room 900-N
Topeka, KS 66612**

The County hereby requests that the Kansas Health Policy Authority (KHPA) draw down and distribute to the County, on behalf of the Sedgwick County Health Department the amount identified in paragraph 2., on the preceding page, for Program related services that are eligible for reimbursement by the federal share only of the Medicaid allowed amount. The County is responsible for “matching” the federal payment with certifiable funds already in their budgets. This involves identifying the certifiable funds in the County budget being designated to match the federal Medicaid payment received by the County. Certifiable funds include, but are not limited to, taxes levied and received by the County, fees, bona fide donations, and other funds received by the County from non-federal sources (generally, although there may be exceptions) that are not already used for other federal financial participation (ffp) funds.

The County must certify the availability of the matching non-federal share of service expenditures, using this form. This form should be submitted to KHPA for expenditures incurred in a calendar quarter (Ex: Jan-Mar, April-Jun, July-Sept, Oct-Dec).

Procedure for Completing the Certification Form

1. **Total Medicaid Allowable** - All costs that Medicaid will allow as certifiable Medicaid expenditures. This amount is shown in the quarterly invoice as "Total Expense" and should be equal to the total in that column.
2. **Total Medicaid Expenses** - The amount of expenses reimbursable by federal funds received or to be received in support of the Medicaid program. This amount is shown in the invoice as "Medicaid Expenses" and should be equal to the total in that column.
3. **Non-Federal Match Required** – These are the matching funds that the County must identify. The amount is shown in the invoice as “County Expenses” and should be equal to the total in that column.
4. **Non-Federal Match Funds** – Designate the source and the amount of funds in your County budget that you are using to match the federal funds received by Medicaid. This amount should be equal to the amount in #3.
5. **The Chairman of the County’s Board of County Commissioners or other authorized elected official or employee of the County** must sign and date this form, certifying the accuracy and completeness of the amounts listed.
6. **The County’s Budget Officer or other authorized officer or employee of the County** must sign and date the Quarterly Invoice.

Atch D
SAMPLE INVOICE

for the
Sedgwick County Health Department Contract KHPA2011-010
3rd Quarter, Year One: 01/01/10 - 03/31/10

PERSONNEL

Name	Title	% FTE	Quarterly			Year-to-Date		
			Medicaid Expense (1)	County Expense	Total Expense	Medicaid Expense (1)	County Expense	Total Expense
					0			0
					0			0
					0			0
			0	0	0	0	0	0
TRAVEL	In-state				0			0
SUPPLIES	Project Supplies				0			0
OTHER					0			0
					0			0
					0			0
					0			0
			0	0	0	0	0	0
TOTAL COST			0	0	0	0	0	0

I, _____ Name _____, do hereby certify that the amounts shown as Medicaid and County Expenses for the quarter 01/01/10 through 03/31/10 were or will be incurred and expended by Sample County for the purposes required by the Outreach & Prevention Contract # KHPA2011-010. I further certify that the amounts shown as County Expenses were paid for using certified matching funds provided by Sample County and hereby request that the Kansas Healthy Policy Authority draw down the federal funds required to reimburse Sedgwick County for the Medicaid funding participation in this Program.

Signature of the County Budget Officer

Date

For the County of: _____

Title: _____

Date: _____

(1) We are asking for reimbursement of the Quarterly amount expended as shown in the column marked Medicaid Expense.

Mail to: Kansas Health Policy Authority
Attn: Shanelle D upree
900 SW Jackson St., Room 900-N
Topeka, KS 66612