

## AMENDMENT TO AGREEMENT WITH ABSOLUTE HOME HEALTH

This Amendment to Contract entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between Sedgwick County, Kansas, hereinafter referred to as "County," and Absolute Home Health Care, Inc., hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the parties hereto have entered into a contract on the 27<sup>th</sup> day of October, 2010, to provide services for a community medication outreach program for clients of COMCARE; and,

WHEREAS, the parties have found it necessary to make certain amendments to the original agreement.

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

1. Section Two of the Contract shall be amended to read as follows:

2. Term: The term of this contract shall commence November 1, 2010, and shall expire April 30, 2012.

2. Section Four of the Contract shall be amended to read as follows:

4. Compensation. Contractor will be paid the rate of \$11.00 per quarter-hour unit for individual psychosocial rehabilitation services and \$6.00 per quarter-hour unit for attendant care services. Contractor understands and agrees that in the event that the amount of funds the County receives is less than anticipated, County may adjust the rate to be paid hereunder. The method of billing and payment is provided in Appendix B. Provider and County expressly understand and agree that in no event shall the total, full, and complete compensation and reimbursement, if any, paid to Contractor for performance of this contract exceed the maximum amount of \$3,042,500.00.

3. Appendix B Section 1-C shall be amended to read as follows:

c. Contractor expressly agrees that all services provided under this contract shall meet all applicable Medicaid requirements and guidelines (Medicaid service definitions and limitations outlined below). This includes the development, maintenance, and submission of records which accurately reflect the start and end time of services provided, and should only include that time which is spent face-to-face working directly with the consumer. Documentation must be individualized for each service visit and content must support the service code billed. Those which do not meet these requirements or which do not support the service code billed are subject to recoupment.

4. Appendix B Section Three shall be amended to read as follows:

3. Medicaid Service Definitions.

3B. 1915(b) SERVICES–ATTENDANT CARE (“MEDICATION ADMINISTRATION”)

DEFINITION: Services provided to a consumer who would otherwise be placed in a more restrictive setting due to significant functional impairments resulting from their identified mental illness. This service enables the consumer to accomplish tasks or engage in activities that they would normally do themselves if they did not have a mental illness. Assistance is in the form of direct support, supervision and/or cuing so that the consumer performs the task by him/her self. Such assistance most often relates to performance of Activities for Daily Living and Instrumental Activities for Daily Living and includes assistance with maintaining daily routines and/or engaging in activities critical to residing in their home and community. The majority of these contacts must occur in customary and usual community locations where the consumer lives, works, attends school, and/or socializes. Services provided at a work site must not be job task oriented. Services provided in an educational setting must not be educational in purpose. Services furnished to an individual who is in an inpatient or resident of a hospital, nursing facility, intermediate care facility for persons with mental retardation, or institution for mental disease are non-covered. Services must be recommended by a treatment team, are subject to prior approval, and must be intended to achieve the goals or objectives identified in the consumer’s individualized plan of care. Transportation is provided between the participant’s place of residence and other service sites or places in the community and the cost of transportation is included in the rate paid to providers of this service.

PROVIDER QUALIFICATIONS:

- Must be at least 18 years old, and have a high school diploma or equivalent. Additionally, the provider must be at least three years older than a consumer under the age of 18.
- Certification in the State of Kansas to provide the service, which includes criminal, abuse/neglect registry and professional background checks, and completion of a state approved standardized basic training program. All aspects of certification shall be completed prior to the delivery of service.

ELIGIBILITY CRITERIA:

- Meets functional assessment criteria for adults with severe and persistent mental illness or children with severe emotional disturbance.
- Individuals approved for HCBS SED Waiver services are not eligible.

LIMITATIONS/EXCLUSIONS:

1. Services must be prior authorized and are limited to available funding.

ALLOWED MODE(S) OF DELIVERY:

1. Individual
2. On-site

3. Off-site

ADDITIONAL SERVICE CRITERIA:

1. Attendant care does not duplicate any other Medicaid State Plan Service or service otherwise available to recipient at no cost.
2. Receive ongoing and regular clinical supervision by a person meeting the qualifications of a Qualified Mental Health Professional (QMHP) or PAHP-designated LMHP with experience regarding this specialized mental health service.

All other conditions, covenants, and promises contained in the Contract executed by the parties on the 27<sup>th</sup> day of October, 2010, shall remain in full force and effect as written therein.

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

ATTEST:

SEDGWICK COUNTY, KANSAS

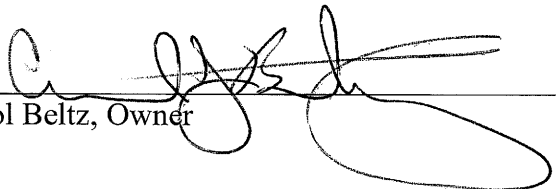
\_\_\_\_\_  
Kelly B. Arnold, County Clerk

\_\_\_\_\_  
Chairman  
Board of County Commissioners

APPROVED AS TO FORM ONLY:

ABSOLUTE HOME HEALTH CARE, INC.

  
\_\_\_\_\_  
Jennifer Magaña, Deputy County Counselor

  
\_\_\_\_\_  
Carol Beltz, Owner