

**FIRST AMENDMENT TO THE SHORT-TERM RESPITE CARE AND PROFESSIONAL
RESOURCE SERVICES AGREEMENT**

by and between
SEDGWICK COUNTY, KANSAS
and
DCCCA, INC.

This First Amendment entered into this ____ day of _____ 2017, by and between Sedgwick County, Kansas (“County”) and DCCCA, Inc. (“Contractor”).

WITNESSETH:

WHEREAS, the parties hereto entered into an agreement on February 8, 2017 (“Original Agreement”); and

WHEREAS, the parties now find it necessary to make amendments to the Original Agreement due to a rate increase for Home and Community Base Services (HCBS) waiver services issued by Kansas Medicaid, which took effective with date of service July 1, 2017,

NOW, THEREFORE, in consideration of the mutual conditions, covenants and promises contained herein, the parties hereto do agree the Original Agreement shall be amended as follows, beginning on page 2, Section 3 of the Original Agreement:

3. **Compensation.** Contractor agrees to payment on a reimbursement basis at the following rates:

SERVICE	CODE	RATE
Short-term respite care	S5150	\$4.64 per 15 minute unit
Professional resource family care services	S9485	\$116.55 per day

Payment will only be made for those services listed on a client’s treatment plan that are also determined to be medically necessary by COMCARE staff. COMCARE shall communicate with Contractor regarding any errors pertaining to clinical transaction submission, treatment plan authorization, and medication necessity.

In no event will the amount paid as compensation hereunder exceed EIGHTY THOUSAND DOLLARS AND NO CENTS (\$80,000.00). These fees include all of Contractor’s time, labor and equipment, travel, and all other expenses associated with the provision of goods, equipment and/or services, and shall be the sole compensation rendered to Contractor hereunder.

Because Contractor agrees to payment on a reimbursement basis, payment of the established rate is contingent upon Contractor providing services consistent with Medicaid regulations and billing COMCARE the maximum allowed Medicaid charge for each service. Contractor agrees that failure to bill the full Medicaid rate may result in a reduction of the rate paid hereunder. COMCARE will bill Medicaid and shall pay Contractor in accordance with the payment terms provided herein.

Billing and service documentation must be provided to COMCARE no later than fourteen (14) days after the date of service. Submission of transactions over fourteen (14) days from date of service may not be eligible for reimbursement.

All clients must be pre-approved for reimbursement by County. Reimbursement for clients with Medicaid will occur upon receipt of payment to County from Medicaid.

Contractor agrees that it will not charge clients covered by Medicaid for all or any part of covered services provided pursuant to this Agreement, and that covered clients are not liable for payments to Contractor if the State does not pay COMCARE for any reason.

If COMCARE's payment on a Medicaid claim is reduced by a primary payer payment and/or disallowed, which causes COMCARE not to be reimbursed the full Medicaid allowable for that claim, the payment to Contractor will be reduced accordingly. COMCARE will calculate the percent of the Medicaid allowable for the claim that was paid to COMCARE (less any late billing fees) and will pay Contractor the same percent of its contracted rate.

All other terms and conditions of the Original Agreement are retained and shall remain in full force and effect and shall govern the actions and obligations of the parties unless specifically noted above.

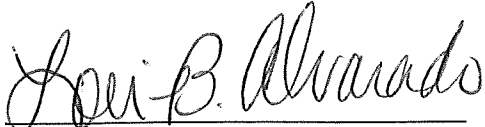
This First Amendment shall be effective as of July 1, 2017.

IN WITNESS WHEREOF, County and Contractor have executed this First Amendment as of the day and year first above written.

SEDGWICK COUNTY, KANSAS:

DCCCA, INC.

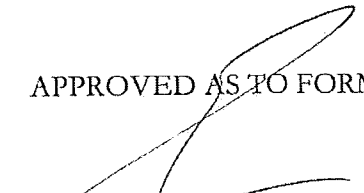
David M. Unruh, Chairman
Commissioner, First District



Lori Alvarado, Executive Director

APPROVED AS TO FORM ONLY:

ATTESTED TO:



Michael L. Fessinger
Assistant County Counselor

Kelly B. Arnold
County Clerk