

MENTAL HEALTH ASSOCIATION OF SOUTH CENTRAL KANSAS
CONTRACT FOR
COMMUNITY-BASED SERVICES

This Contract entered into as of this _____ day of _____, 2012 by and between Sedgwick County, Kansas, hereinafter referred to as "County" and Mental Health Association of South Central Kansas, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, County wishes to make available certain services to residents of Sedgwick County, Kansas; and

WHEREAS, Contractor warrants that it is capable of providing the services hereinafter described.

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

1. Employment: County hereby agrees to engage Contractor as an independent contractor and Contractor hereby agrees to fulfill the purpose, goals and objectives specified in Appendix B hereof as an independent contractor.

2. Term: The term of this contract shall be for a period of one year commencing January 1, 2012 and terminating December 31, 2012, subject to approved grant funding from the State of Kansas to County for the state fiscal years of 2012 and 2013. This contract may continue for a reasonable time after December 31, 2012, if both parties agree to continue operating under the terms of this contract while they are actively developing a contract for 2011.

3. Scope: Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by County, the purpose, goals and objectives necessary to accomplish the contract objectives as specified in Appendix B.

4. Compensation: Contractor and County expressly understand and agree that in no event shall the total, full and complete compensation for grant programs as described in Appendix B, if any, paid hereunder to Contractor exceed \$523,682.00. The amount of and method of billing and payment are provided in Appendix B. Contractor understands and agrees that in the event the amount of funds the County receives is less than anticipated, County may adjust the rate to be paid hereunder.

5. Incorporation of Appendices. Appendix A - General Contractual Provisions, Appendix B- Purpose, Goals and Objectives, and Appendix C - Budget, are attached hereto and incorporated herein by reference.

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

ATTEST:


SEDGWICK COUNTY, KANSAS

KELLY B. ARNOLD, County Clerk

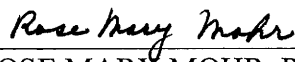
Chairman
Board of County Commissioners

APPROVED AS TO FORM ONLY:

MENTAL HEALTH ASSOCIATION OF
SOUTH CENTRAL KANSAS



JENNIFER MAGAÑA
Deputy County Counselor



ROSE MARY MOHR, PhD, President and
CEO

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 21 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, PERMITS AND INSURANCE.

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.

Contractor shall annually provide proof of liability and auto insurance, as appropriate. If Contractor transports clients during services provided for under this agreement, Contractor shall name Sedgwick County as an additional insured on their general liability insurance.

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.

A. Service Standards and Procedures. Contractor shall perform the services set forth in this contract in compliance with applicable standards 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.

D. Access to Meetings. Contractor agrees to grant access to County to meetings of its managing board or committee during that time when matters involving use of County grant funds are discussed, if requested by County.

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

19. 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. INDEMNIFICATION AGREEMENT.

Both parties hereby expressly agree and covenant that they will hold and save harmless and indemnify the other party, its officers, agents, servants and employees from liability of any nature or kind connected with the work to be performed hereunder arising out of any act or omission of such party or of any employee or agent of that party to the degree such indemnification is allowed by law.

21. 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

Contractor: Mental Health Association of South Central Kansas

Attn: Rose Mary Mohr
555 N. Woodlawn, Ste 3105
Wichita, KS 67208

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. Any line item change to the approved Appendix C - budget, must be requested and justified in writing to COMCARE and approved by said department. Line item changes exceeding ten percent (10%) of the approved line item amount 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.

APPENDIX B - PURPOSE, GOALS AND OBJECTIVES

MENTAL HEALTH ASSOCIATION OF SOUTH CENTRAL KANSAS COMMUNITY-BASED SERVICES CONTRACT

It is mutually agreed by and between County and Contractor that it is the purpose of this contract for Contractor to provide services for adults, children, and adolescents with mental illness and their families. The services shall be operated by Contractor at its facilities located at 555 N. Woodlawn, Ste. 3105, 1502 E. Berkley, 3227 S. Wichita, 759 N. Sheridan and various community locations throughout Wichita, Sedgwick County, Kansas.

1. GENERAL PROVISIONS.

- A. It is understood that Contractor's records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- B. It is mutually agreed by and between County and Contractor that this contract will be evaluated by County in terms of obtaining goals and objectives.
- C. Contractor shall provide written notice to the Director of COMCARE if it is unable to provide the requested quantity or quality of service. This written notice shall include a plan to address the issues affecting quantity and/or quality of services being provided.
- D. Contractor agrees to submit a single program progress report covering each service by the 30th day of the month following each calendar quarter. Program financial reports are due no later than the last day of the month following the end of each calendar quarter. Reports should be in a format acceptable to County. A report template is available. The report should be sent to the COMCARE Contractor Administrator. The program progress report should address the goals and objectives as stated in the contract. Financial reports should provide a line item account of how the funds were expended over the last quarter in accordance with the budget as set out in Appendix C. If the reports are not received by the aforementioned deadline, Contractor may be subject to suspension of payment until the reports have been received and approved.
- E. County expressly understands and agrees that Contractor will not provide services if appropriate authorization and supporting documentation, including a complete treatment plan (i.e. contains amount of hours requested, responsible provider, goals and interventions), is not received by Contractor.
- F. Contractor agrees to maintain a vehicle operation and usage policy governing Contractor's employees and any applicants for employment whose responsibilities would include transporting clients served under this contract. The policy must be equally as

restrictive as County's vehicle operation and usage policy, although it may be more restrictive if Contractor deems appropriate. A copy of County's policy is available upon request.

G. Consistent with good patient care and State of Kansas mental health center licensing requirements, County and Contractor agree it is their mutual intent to provide an integrated clinical record system for clients receiving services from both parties. Both parties will comply with the provisions of state and federal regulations in regard to confidentiality of eligible participant records.

H. County and Contractor agree to the following referral procedures for individuals requiring services:

1. Adult Consumers: Referrals from an affiliate to County for services will go to Center (COMCARE) staff and be presented at COMCARE's Intake and Assessment Center (CIAC). Referrals from County to an affiliate will be made when Center staff determine that assignment to another agency is appropriate. For referrals to an affiliate, Center staff will contact the affiliated agency and discuss the recommendations and make the arrangements with the affiliate for those services to be provided.
2. Children/Youth: All referrals for contracted services will come through COMCARE. This may occur during the initial intake process or at any point while the family/youth is receiving services through COMCARE. If it occurs during the initial intake process, COMCARE staff will make the appropriate and necessary referrals to contracted services at the time of intake. If it occurs during the course of treatment, referrals will be made by COMCARE staff involved with the case such as case manager, supervisor, or designee. A family/youth can also request COMCARE staff review the case information and make additional referrals if deemed as medically necessary. This review will be done by staff and/or supervisors at COMCARE with any relevant case information. If a family/youth is requesting contracted services and is not an open COMCARE client, then the family/youth can call COMCARE's Intake and Assessment Center (CIAC) and request an intake assessment to determine need for services. COMCARE will communicate any referrals and necessary referral information as needed. Referrals for MHA case management services will be reviewed and coordinated by the COMCARE Children's Services Clinic Program Manager.

2. GRANT PROGRAMS, SERVICE DESCRIPTIONS, AND GOALS & OBJECTIVES.

A. SPECIALIZED RESIDENTIAL SERVICES:

A total of \$427,682.00 of grant funding is allocated for specialized residential services (includes: Intensive Supported Housing, Specialized Group Home Placements and Transitional Housing services), as outlined in Appendix C - Budget. Contractor agrees to provide ten (10) long-term and twelve (12) short-term residential placements. Residential placements will be utilized to help each individual develop skills to reintegrate or remain in the community. Goals may include, but are not limited, to: personal hygiene skills, medication management, crisis support, meal preparation, home management, budgeting, psychosocial and vocational/educational skills. These services are provided as an extension of other rehabilitative efforts for each resident. Thus, each resident must be in a treatment program that includes community support services. Contractor agrees to maintain appropriate licensure for all its residential services funded through this agreement.

General Specialized Residential Provisions:

Contractor agrees to:

1. Employ only program support staff that have been screened using KBI and SRS abuse/neglect background checks, reference checks, and individual interviews. Each worker shall receive training in accordance with Residential Care guidelines.
2. Collaborate with COMCARE to admit persons using established criteria, address bed utilization and consumer needs, to ensure appropriate consumer placement and ensure required paperwork is submitted. For Transitional Housing services, COMCARE staff will forward completed applications and treatment plans to the Director of Residential Care prior to admission.
3. Participate in coordination with each consumer's treatment plan.
4. Implement individualized program plans for each consumer emphasizing skills needed to live in the most independent community placements.
5. Conduct quality assurance and utilization review processes consistent with Medicaid regulations.
6. Provide after-hours backup for employees.
7. Ensure a supervision alternative is provided when residents have a physical illness that precludes involvement in available day programs.

County agrees to:

1. Name the COMCARE staff having the authority to request admission. Contractor reserves the right to deny services in accordance with Contractor's

policy. All applications shall be reviewed by COMCARE staff to ensure appropriateness of placement and screen for violent behavior and/or histories of sexual offending and/or drug abuse. Applicants with such histories must be mutually agreed upon by COMCARE and the Director of Residential Care prior to admission.

2. Ensure that no consumer shall be admitted into the programs without accompaniment from community case management and current signed treatment plan indicating need for specialized residential services. It is the responsibility of the case manager to respond to all situations requiring back up during regular business hours and must be present during all involuntary discharges.

Specialized Residential Service Descriptions:

1. **Intensive Supported Housing (\$185,100):** The Intensive Supported Housing (ISH) program located at 2350 N. Pinecrest provides eight (8) placements for the purpose of community reintegration. It is a supervised, transitional apartment program emphasizing independent living skills. Staff coverage is provided as per resident need.

Contractor will determine the amount of rent, and security deposit as prescribed under MHA Residential Care guidelines. Lost revenue due to vacancy in one of the eight reserved beds will be billed to COMCARE by Contractor at the daily rate for a bed. A bed is determined to be vacant a day and billable to COMCARE if it is not in use within 24 hours after the previous resident moves out. The daily rate is calculated by the Federal Office of Housing and Urban Development determined contract rent divided by 30. The daily rate will be assessed to COMCARE beginning on the first day of vacancy until the bed is filled by COMCARE. For participants who are determined to be financially unable to pay the security deposit in full, Contractor may use the revolving security deposit fund to pay the deposit. Vacancy supplementals are payable on a minimum quarterly basis.

Specialized residential services will include an Outreach Specialist to aid in the effective transition of each consumer discharged from a residential service. The Outreach Specialist will have knowledge, exposure, and one-on-one experience with each consumer prior to discharge, and will facilitate planning to access and maintain supports necessary for community tenure. The Outreach Specialist will provide direct support to consumers as outlined through the resident's treatment plan.

2. **Specialized Group Home Placement (\$15,352):** Contractor agrees to provide two (2) group home beds for the purpose of diversion and discharge of persons from State mental health hospitals. The beds are located at 1502 E. Berkley and 3227 S.

Wichita. The beds will be used for stays longer than allowed through Transitional Housing services. Contractor agrees to implement individual program plans designed to increase the skill levels necessary to transition to a more independent setting. Contractor agrees to provide service as outlined in the consumer's community treatment plan. Each consumer must also be involved in a day program or acceptable alternative and community case management.

COMCARE shall pay a residential fee supplement for each consumer using the group home bed which amounts to the difference between the amount Contractor may charge the user and the actual residential fee. For participants who are determined to be financially unable to pay the security deposit in full, Contractor may use the revolving security deposit fund to pay the deposit.

Lost revenue due to vacancy in one of the two reserved beds will be billed to COMCARE by Contractor at the daily rate for a bed. A bed is determined to be vacant a day and billable to COMCARE if it is not in use within 24 hours after the previous resident moves out. The daily rate is calculated by the Federal Office of Housing and Urban Development determined contract rent divided by 30. The daily rate will be assessed to COMCARE beginning on the first day of vacancy until the bed is filled by COMCARE.

3. **Transitional Housing Service (\$227,230):** Contractor agrees to provide twelve (12) short-term beds. Stays with Transitional Housing will not exceed 28 days, unless otherwise negotiated. The stays will be utilized to aid in successful crisis resolution of persons at risk for hospitalization or reintegration from hospitalization. Service will be provided as outlined in the consumer's treatment plan. Each resident must be involved in community support services including case management and a day program.

Specialized Residential Services Goals and Objectives:

1. 75% of the individuals served through the Specialized Residential Services (ISH, Specialized Group Home Placements and Transitional Housing services) will move into a more independent setting as measured by living status at discharge from the program.
2. 25% of Intensive Supported Housing tenants will transition to permanent, integrated housing.
3. 75% of Intensive Supported Housing tenants who transfer to apartments in the community will remain at that level of housing for at least one year, as measured by a post-treatment living status questionnaire administered one year after discharge from the program.

4. 80% of consumers will report satisfaction (i.e. were treated with respect and courtesy, feel staff is competent and caring, and happy with the program's appearance and atmosphere) with specialized residential services as measured by a consumer satisfaction survey administered annually.
5. 80% of case managers will report satisfaction (i.e. happy with services, treated with respect and courtesy, and staff communicates about client's needs) with specialized residential services as measured by a case manager satisfaction survey administered annually.

B. FLEXIBLE FUNDS.

A total of \$46,000.00 of grant funding is allocated for flexible funds for adults in case management.

Flexible Funds Service Description:

Flexible funds should be used to assist individual consumers with a specified need for an approved purpose, to include:

1. To avert a crisis and/or prevent local or state hospitalization.
2. To meet basic needs not otherwise available from other community resources.
3. To support employment or educational activities toward a stated goal.
4. To celebrate an individual achievement of a stated goal.

Contractor shall adopt a process of accounting and reconciliation of funds which demonstrates the following:

1. Name of consumer for which expenditure was made;
2. Amount and purpose of expense (item and reason);
3. Date of transaction;
4. Signature of consumer confirming receipt of money or goods;
5. Signature of approval by case management supervisor;
6. Account balance of total flexible funds supported by this contract.

Payment of flexible funds shall be made quarterly based on the annual total available, upon receipt of invoice from Contractor. Itemized account and reconciliation records shall be reported to COMCARE quarterly. 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 Contractor.

Contractor shall maintain internal policies and procedures for the utilization, tracking and reconciliation of flexible funds consistent with Contractor's accounting systems

and meeting the criteria outlined above. Contractor's flexible funds policies and procedures shall be available for review by COMCARE.

C. FAMILY SERVICES:

A total of \$50,000.00 in grant funding is allocated to Family Services. Funds are to be paid out at \$8.25 per 15 minute unit of service provided to youth ineligible for the Medicaid waiver. Billing and payment for fee-for-service transactions (\$8.25 per unit of service) will be processed through COMCARE's billing software on a monthly basis. All transaction data and documentation must be entered into COMCARE's medical record and billing software in order for payment to occur. Documentation must be submitted no later than 14 days after the date of the transaction.

Family Services is designed to benefit the consumer experiencing a serious emotional disturbance and their family members. This service provides the training and support necessary to ensure engagement and active participation of the family in the treatment planning process and with the ongoing implementation and reinforcement of skills learned through the treatment process. Training is provided to family members to increase their ability to provide a safe and supportive environment in the home and community for the consumer. For purposes of this service, "family" is defined as the persons who live with or provide care to a person served, and may include a parent, spouse, children, relatives, grandparents or foster parents. Services may be provided individually or in an approved group setting. 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 child's individualized plan of care.

COMPONENTS:

This involves:

- Assisting the family in the acquisition of knowledge and skills necessary to understand and address the specific needs of the consumer in relation to their mental illness and treatment;
- Development and enhancement of the families' specific problem-solving skills, coping mechanisms, and strategies for the consumer's symptom/behavior management;
- Assisting the family in understanding various aspects of the treatment process, such as the crisis plan and treatment planning process;
- Interpreting choice offered by service providers; and assisting with understanding policies, procedures and regulations that impact the consumer with mental illness while living in the community.

PROVIDER QUALIFICATIONS:

- Have a high school diploma or equivalent.

- Must be 21 years of age and have a minimum of 2 years experience working with children with serious emotional disturbance or be equivalently qualified by education in the human services field or a combination of work experience and education with one year of education substituting for one year of experience; (preference is given to parents or caregivers of children with SED)
- Completion of Parent Support Training according to a curriculum approved by SRS within one year of hire.
- Pass KBI, SRS child abuse check, adult abuse registry and motor vehicle screens.

ELIGIBILITY CRITERIA:

- Child must be receiving community-based services. Service must be approved by a QMHP and be on a current treatment plan.

LIMITATIONS/EXCLUSIONS:

- Service requires prior approval by a QMHP.
- 1 FTE to 10 family members is maximum group size

ALLOWED MODE(S) OF DELIVERY:

- Family
- Group (upon approval)
- On-site
- Off-site

ADDITIONAL SERVICE CRITERIA:

1. Services provided to children and youth must include communication and coordination with the family and/or legal guardian. Coordination with other child serving systems should occur as needed to achieve the treatment goals. All coordination must be documented in the youth's medical record.
2. Provider must 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.

Family Services and Training Goals and Objectives

1. At least 99.72% of youth with an SED receiving community-based services from Contractor shall reside in a family home setting that includes living in the birth family home, living independently, foster family, or with a relative or family friend.
2. At least 98.81% of youth with an SED receiving community-based services from Contractor shall attend school regularly (i.e. less than five unexcused

absences in the last six months).

3. At least 90% of children/youth served by Contractor will receive services within 10 business days of referral by COMCARE.
4. Contractor agrees to report on the number of families/children served and the number of hours of service provided.

APPENDIX C BUDGET

MENTAL HEALTH ASSOCIATION COMMUNITY-BASED SERVICES

SPECIALIZED RESIDENTIAL

Intensive Supported Housing

Intensive Supported Housing

Salaries & Wages	\$ 104,815	
Fringe Benefits	27,081	
Administrative Support	17,819	
Audit Fees	2,200	
Office/Program/Household/Food Supplies	3,574	
Activity Expense	7,796	
MHA Van Expense	3,305	
Cable/Telephone expense	4,588	
Postage	291	
Occupancy/Rent	4,850	
Mileage Reimbursement	3,754	
Printing & Publications	994	
Recruitment	433	
ISH SUBTOTAL:		\$181,500
Maximum Vacancy Supplement	3,600	

TOTAL INTENSIVE SUPPORTED HOUSING **\$185,100**

Specialized Group Home Placement

Specialized Group Home

Salaries & Wages	\$ 8,000	
Max Residential Fee & Vacancy Supplement	7,352	

**Total Special Group
Home:** **\$ 15,352**

Transitional Housing Services

Salaries & Wages	\$ 200,400
Rent	\$ 21,600
Utilities	\$ 1,512
Security/Maintenance	\$ 3,718

TOTAL TRANSITIONAL HOUSING **\$ 227,230**

Case Management and Flexible Funds

Flexible Funds	\$46,000
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FLEXIBLE FUNDS TOTAL **\$46,000**

Parent Support

FAMILY SERVICES TOTAL

Amount to be billed at \$8.25 per 15 minute unit	\$50,000
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FAMILY SERVICES TOTAL **\$50,000**

TOTAL COMMUNITY-BASED SERVICES BUDGET: \$523,682.00