

## IN-HOME CARE CONTRACT

THIS CONTRACT (the "Contract") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2015, by and between the Central Plains Area Agency on Aging (hereinafter referred to as "the CPAAA" or "County") and Loving Hearts Home Care, Inc., a Kansas corporation (hereinafter referred to as the "Contractor").

### WITNESSETH

WHEREAS, the CPAAA, through which Sedgwick County, in its capacity as administrator and authorized agent for the CPAAA, has entered a contract with the Kansas Department on Aging ("KDADS") for the provision of certain Senior Care Act ("SCA") (home care) services to residents of the CPAAA service area pursuant to K.S.A. § 75-5321a (with said contract between KDADS and the CPAAA hereinafter referred to as the "Service Provider Agreement"); and

WHEREAS, the Service Provider Agreement authorizes the County to subcontract certain home care services to qualified private contractors; and

WHEREAS, Contractor is fully capable and qualified to subcontract the home care services hereinafter described, which are eligible for funding by the Senior Care Act program ("SCA Program"); and

WHEREAS, the County and Contractor desire to enter this Contract to set forth the specific terms and conditions of their relationship;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements set forth herein, the parties hereto agree as follows:

### ARTICLE 1: NATURE OF RELATIONSHIP

- 1.1 Contractual Relationship. It is understood and agreed that the legal relationship between Contractor and the County is contractual in nature.
- 1.2 Independent Contractor. County hereby engages and retains Contractor as an independent contractor and Contractor accepts said engagement and retention. No other relationship is intended to be created between the parties, and nothing herein shall be construed so as to give either party any rights as an agent, employee, joint venturer or partner with the other party. As an independent contractor, the Contractor and its employees will not be within the protection or coverage of the County's worker's compensation insurance (subject to the provisions of K.S.A. § 44-505). Further, neither Contractor nor any of its employees shall be entitled to receive any current or future benefits provided to employees of the County. The County shall not be responsible for withholding social security, unemployment compensation, or state or federal income tax from payments made by the County to Contractor.
- 1.3 Term. This Contract shall become a legal and binding agreement upon signature of same by both parties, but shall be effective as of January 1, 2015 (the "Effective Date"). The term of this Contract shall be for a period of three (2) years and six (6) months after the Effective Date. Notwithstanding the foregoing, the term of this Contract may continue on a month-to-month basis for a reasonable time after

June 30, 2017 if: (A) both parties mutually agree to continue operating under the terms of this Contract while actively negotiating a contract for 2017/2018; and (B) funds are available for the 2017/2018 program year.

- 1.4 **Required Certifications.** If Contractor is a corporation, a limited liability company or other entity that is officially organized in Kansas, it shall furnish evidence of good standing in the form of a certificate signed by the Kansas Secretary of State. If Contractor is not officially organized in Kansas, it shall furnish evidence of authority to transact business in Kansas, in the form of a certificate signed by the Kansas Secretary of State. The applicable certificate shall be provided to the County on or before the date this Contract is executed by Contractor.

## **ARTICLE 2: SCOPE OF SERVICES**

- 2.1 **Purpose.** The purpose of this Contract is to extend SCA Clients' (as defined below in **Subparagraph 2.3(A)**) community tenure and maximize their functioning in independent living situations.
- 2.2 **In-Home Services.** During the term of this Contract, Contractor shall provide in-home services pursuant to the SCA Program. If Contractor provides services pursuant to the SCA Program, it shall comply with all requirements of **Paragraph 2.3**. In addition, Contractor shall comply with all requirements of **Paragraph 2.4**.

2.3 **SCA Program Requirements.**

- (A) **Eligible SCA Participants.** Contractor acknowledges and understands SCA Program services under this Contract may only be provided to "Eligible SCA Participants" which shall include those people who are certified as being eligible for SCA benefits by County/CPAAA in accordance with **Subparagraph 2.4(B)** prior to the receipt of any services.

Income level does not affect a person's eligibility to receive SCA benefits, but income/family size does impact the amount of fees required to be paid by the recipient.

- (B) **SCA Services.** Contractor shall be qualified to, and capable of, providing one (1) or more of the types of services designated in **Subparagraphs 2.3(B)(i)-(vi)** for Eligible SCA Participants who become clients of Contractor through the SCA Program (hereinafter referred to as "SCA Client(s)"). Please refer to the aging taxonomy **Appendix F** for definitions.

- (i) Attendant Care;
- (ii) Homemaker Services;
- (iii) Adult Day Care;
- (iv) Self-directed Care;
- (v) Personal Emergency Response; and/or
- (vi) Personal Emergency Response Installation.

For purposes of this Contract, the foregoing services shall collectively be referred to as "SCA Services." The scope and level of SCA Services provided to SCA Clients shall be in accordance with each respective SCA Client's written Plan of Care.

- (C) Self-Directed Services. The Self-Direct option has been opened to all Senior Care Act clients since July 1, 2004. Providers interested in acting as a Payroll Agent for SCA Clients pursuing the Self-Direct Care option for January 1, 2015 to June 30, 2017 must agree to the following:

As a Payroll Agent, your agency is taking on the full responsibility of being the Employer of Record for the self-directed care provider, which includes (according to the current contract):

- (i) Fulfilling the Minimum Wage Requirement (**Article 7.2**);
- (ii) Conducting Background Checks (**Article 7.4**);
- (iii) Contractor's Training (**Article 7.6**).

As a Payroll Agent, the full responsibility of being the Employer of Record also includes:

- (iv) Accepting the responsibility of paying out unemployment insurance in the event such action is warranted;
- (v) Accepting the responsibility of providing Worker's Compensation and Employer's Liability Insurance in the event such action is warranted;
- (vi) Accepting the responsibility as the Employer of Record, including sole responsibility for any liability arising out of self-direct care. ***Central Plains Area Agency on Aging (CPAAA) will not be responsible for any claims arising out of self-direct care services.***

The Contractor shall abide by the same terms and agreements for providing the self-direct option as with the established and stated Senior Care Act Program as per the In-Home Care Contract between the provider (Contractor) and CPAAA. If you choose to agree with these terms, you will be considered a Payroll Agent for the Senior Care Act Program FY2015.

- (D) SCA Client Priority. Any SCA Clients referred by KDADS authorized case managers ("KCM") and rated as being at a high risk of institutionalization, as determined by the KCMs, will be given first priority for service; and SCA Program assessments completed by the KCM shall be accepted by Contractor. Accordingly, Contractor shall at all times be able to identify SCA Clients referred to Contractor by KCM.

2.4 SCA Program Requirements. The requirements specified in this **Paragraph 2.4** apply to the provision of SCA Services.

- (A) Hours of Service. In order to care for SCA Clients, Contractor shall be available to provide SCA Services from 8 a.m. through 10 p.m. on all weekdays, weekends, and holidays. Actual times for the provision of SCA Services may be negotiated between the SCA Client and Contractor in order to establish a time convenient to the SCA Client.
- (B) Retention of SCA Clients. Contractor shall not have the authority to retain SCA Clients on its

own behalf. Potential clients shall be referred to the County. The County will perform an initial assessment using the KDADS Uniform Assessment Instrument ("UAI") and its standard intake procedures to determine whether or not the person is an Eligible SCA Participant. If the County determines the person is an Eligible SCA Participant and the Contractor is capable of providing the appropriate level of assistance, the County will refer the SCA Client to Contractor along with the following information:

- (i) a Notice of Action identifying the Eligible SCA Participant who has elected to become an SCA Client of Contractor;
- (ii) the SCA Client's Plan of Care; and
- (iii) as applicable, any other actions to be taken in regard to the SCA Client.

Once an SCA Client is referred to Contractor, Contractor shall provide SCA Services in accordance with the information provided by the County.

- (C) Meetings. During the term of this Contract, Contractor must attend mandatory provider meetings when reasonably requested by the County. Said meetings may cover topics relating to this Contract and Contractor's performance hereunder, including without limitation: (i) the development of more specific and accurate performance measures; (ii) ensuring efficient program operation; (iii) miscellaneous training; and (iv) facilitating SCA Client well-being. If Contractor provides SCA Services, Contractor may participate in monthly Aging Network meetings.
- (D) Contractor's Authorized Representative. A representative of Contractor shall be designated to:
  - (i) provide fiscal information on the payment of funds allocated to the SCA Programs;
  - (ii) inform County/CPAAA of any organizational or staffing problems that affect the Contractor's performance hereunder and identify planned solutions (including correction dates);
  - (iii) attend SCA network and regularly scheduled meetings, if applicable; and
  - (iv) otherwise act as Contractor's contracting authority with respect to this Contract.

Until changed by written notice to the County, Contractor's authorized representative shall be:

Name: Brenda Carver  
Title: n/a  
Addr: 3500 North Rock Road, Suite 200 C  
Wichita, KS 67226  
Phone: 316-636-5510  
Fax: 316-636-5703  
Email: caringhrts@earthling.net

- (E) Cooperation with Other Agencies. Contractor shall cooperate and work closely with case managers, hospitals, nursing homes and related community service agencies to ensure a smooth transition and the continued well-being of SCA Clients.
- (F) Difficulty in Providing Services. Contractor shall immediately provide notice to the Case Manager of the Sedgwick County Department on Aging if Contractor is unable to provide the required quantity or quality of SCA Services.
- (G) Supervisory Visits. It is understood that Contractor is prepared to provide SCA Services to SCA Clients as directed by the Sedgwick County Department on Aging (the "Aging Department"). As such, the Aging Department/CPAAA may make supervisory visits to SCA Clients' homes to ensure service quality meets County/CPAAA standards. In addition, Contractor's management personnel shall contact SCA Clients at least once every three (3) months for homemaker and respite services, and conduct supervisory visits for attendant care services once every three (3) months by a Registered Nurse or other qualified staff to ensure that quality of services are being provided, with follow up phone calls as needed. Contractor will also be subject to all licensure regulations otherwise applicable to the Contractor regarding supervisory visits.
- (H) Unmet Needs. The Contractor shall notify the Aging Department/CPAAA if it identifies any unmet needs during the performance of SCA Services.
- (I) Service Availability. Contractor shall be prepared to provide services to accommodate existing SCA Program caseloads by January 1, 2015.
- (J) Evaluation of Contract. This Contract shall be evaluated by CPAAA contract monitors, and said parties shall be allowed to:
- (i) work at the Contractor's office;
  - (ii) meet with SCA Clients to review the quality and appropriateness of services; and
  - (iii) review records of reimbursement request to other third party funding sources.
- (K) Termination of SCA Services. Any termination of SCA Services by Contractor shall be in accordance with the SCA Regulation controlling termination of services (K.A.R. 26-8-8). Subject to the prior approval of the County, the Contractor may utilize its existing discharge criteria, provided it also complies with the discharge requirements specified by SCA regulations, the County/CPAAA, and KDADS.
- (i) If SCA Services are to be terminated, written notice of termination shall be given to the SCA Client (except in instances of death or institutionalization). The notice shall be served by personally delivering a copy of the notice to the SCA Client or by mailing a copy of the notice to the SCA Client at the SCA Client's last known address. Notice **shall be served at least ten (10) calendar days prior to the effective date of**

**termination** (except in cases of violent or sexually inappropriate behavior).

- (ii) Contractor is responsible for informing the SCA Client of the Contractor's internal complaint procedures.
- (iii) A copy of all termination notices shall be faxed to CPAAA/County (to the attention of the SCA Program Manager: 316-660-1936) so he/she may evaluate the SCA Client's special needs, if any, and serve as a client advocate where appropriate. In addition, Contractor shall submit a Termination Form (utilizing the appropriate termination codes) to County/CPAAA whenever SCA Services are terminated for any reason. The "In-Home Services Termination" form and "Closure Reasons & Codes" are attached hereto as **Appendix H**.

### **ARTICLE 3: REPRESENTATIONS & WARRANTIES**

3.1 *Contractor's Representations & Warranties*. Contractor acknowledges the County has entered into this Contract in full reliance on the following representations and warranties.

- (A) Contractor represents and warrants that it shall provide SCA Clients with an opportunity to assess and evaluate the SCA Services provided pursuant to this Contract at least once during the Contract term (or more frequently if required by state statute);
- (B) Contractor represents and warrants it shall, at all times, maintain all licenses, permits, certifications and bonds required (by federal, state or local authorities) to perform SCA Services and the other activities contemplated by this Contract. Contractor shall notify County immediately if any required license, permit or bond is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by County, in its sole discretion.
- (C) Contractor represents and warrants that it will, at all times, ensure the facilities under its ownership, lease or supervision which are to be utilized in support of this Contract: (i) are not listed on the Environmental Protection Agency's ("EPA") list of Violating Facilities; and (ii) have not been identified to the Contractor by the director of the EPA Office of Federal Activities as facilities being considered for such a listing.
- (D) Contractor represents and warrants that it has not, and will not, make any commitments or obligations that are inconsistent with Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d *et seq.*)
- (E) Contractor represents and warrants it shall, at all times, comply with the provisions of state and federal regulations regarding the confidentiality of Eligible SCA Participant records. Without limiting the foregoing, Contractor represents and warrants it shall maintain the confidentiality of information about individuals collected in performing the services required by this Contract, including the individual's (i) name; (ii) address; (iii) telephone number; (iv) past or present receipt of any state or federal program services; (v) family, social, or economic circumstances; (vi) medical data, including diagnoses and past history of disease, impairment, or disability; (vii)

income and other financial information; (viii) assessor's evaluation of personal or medical information; or (ix) SCA Program eligibility. The Contractor shall not disclose or permit the disclosure of any confidential information without the prior written and informed consent of the individual or of the individual's representative, unless the disclosure is required by court order, to enable the delivery of services for which the individual or the individual's representative has requested or applied, for program monitoring, or by this Agreement.

- (F) Contractor represents and warrants it is fully familiar with, and shall comply with, all local, state and federal ordinances, statutes, laws, codes, rules, resolutions and regulations affecting Contractor's performance of the obligations contained herein (regardless of whether such requirements are specifically referred to in this Contract).
- (G) Contractor represents and warrants that it shall provide SCA Services in conformance with standards and guidelines set forth: (i) by the Kansas Home Care Licensure Regulations; (ii) the Senior Care Act (K.S.A. 75-5926 *et seq.*), and all regulations, policies and procedures pertaining thereto; (iii) KDADS/CPAAA policy issuances; and (iv) state certification requirements.
- (H) Contractor represents and warrants it shall: (i) supervise the provision of SCA Services to SCA Clients; and (ii) provide quality assurance training and visitations as required with qualified personnel.
- (I) Contractor represents and warrants: (i) it has carefully read and fully understands all provisions of this Contract; (ii) it has been given the opportunity to review this Contract with counsel; (iii) that resolution, motion or other similar action has been duly adopted or passed as an official act of Contractor's governing body authorizing the execution of this Contract (a copy of such documentation shall be provided to County upon execution of this Contract); (iv) it possesses the legal authority to enter this Contract; and (v) that this Contract constitutes a valid, legal, and binding contract between the parties and is enforceable in accordance with its terms.

#### ARTICLE 4: BILLING SCA CLIENTS

- 4.1 Contractor's Fees. The amounts specified on **Appendix D** ("Contractor's Rates & Billing Information") are the total amounts Contractor may receive for the provision of SCA Services. These amounts shall be paid for by the SCA Clients and the County in accordance with this **Article 4** and **Article 5** below.
- 4.2 Notice of Billing Requirements. The billing and payment requirements specified in **Subparagraphs 4.2(A)-(D)** must be provided in writing to persons desiring SCA Services.
  - (A) In order to receive SCA Services, SCA Services applicants must agree to pay, and SCA Clients are required to pay, a fee for the SCA Services provided to them. The SCA Client's fee shall be based upon his/her financial status compared to the "Poverty Income Guidelines" attached hereto as **Appendix E**. The Contractor shall charge SCA Clients fees in the amounts required by KDADS's Sliding Fee Scales that are attached hereto as **Appendix A**.
  - (B) The Contractor shall prepare and send bills to the SCA Clients for SCA Services rendered. The

SCA Clients are responsible for paying the bills to Contractor by the due dates indicated thereon. Contractor shall account to the County for all SCA Client fee payments billed and received.

- (C) SCA Services may be terminated if an SCA Client fails to pay his/her fees by the date due. Any termination of SCA Services shall be conducted in accordance with **Paragraph 2.5(M)**. Notwithstanding an SCA Client's timely filing of a request for an appeal hearing, SCA Services may be terminated on the date prescribed on the Notice of Action.
- (D) SCA Clients with family income below the poverty income level in the Poverty Income Guidelines attached hereto as **Appendix E** may voluntarily contribute any sum of money they wish toward the costs of their SCA Services. In addition, SCA Clients with family income above the poverty income level may voluntarily contribute sums of money in excess of the mandatory fees for which they have been billed. If Contractor receives any voluntary contributions, said amounts shall be reported to the County. The County shall account for said contributions to KDADS as program income. All voluntary contributions must be used to make additional SCA Services available during the fiscal year the program income is received. SCA Services may not be denied or terminated because of any SCA Client's failure or refusal to make voluntary contributions.

- 4.3 Financial Controls & Billing Procedures. Contractor is authorized to use its existing financial control and patient billing systems for administration of SCA Program and Sliding Fee Funds provided those systems: (i) follow generally accepted accounting principles; (ii) meet the requirements of Kansas law; and (iii) can be audited by the County or its designated agents.

## **ARTICLE 5: COMPENSATION FROM COUNTY**

- 5.1 Compensation. Subject to the provisions of this Contract, the County shall reimburse the Contractor for the provision of SCA Services to SCA Clients. The amount reimbursed by the County shall be determined by deducting the appropriate SCA Client co-pay amounts from the per "Unit" rates specified on **Appendix D**. The remaining balance is the amount owed by the County to Contractor. The County shall not under any circumstances be responsible for the SCA Clients' co-pay amount. Contractor and County expressly understand and agree that in no event shall the compensation and reimbursement paid to the Contractor exceed the rates set forth on **Appendix D**. All payments to Contractor are conditioned upon written authorization of the Aging Department.
- 5.2 Billing Procedures. Contractor agrees that billings and payments under this Contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of the County. Notwithstanding the foregoing, Contractor's bills to the County for SCA Services provided must be submitted on the Monthly Report of Service provided ("KDADS 225") and received by the County no later than the tenth (10th) day of the month following the month in which SCA Services have been provided. Payments shall be made within a reasonable time after receipt of KDADS 225 provided all necessary information has been accurately provided in a timely manner.
- (A) Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in **Paragraph 9.1** below.



- (B) Reimbursement Restrictions. Payments shall be made to Contractor only for items and SCA Services specifically authorized by this Contract. County reserves the right to disallow payment or 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.
- (C) Pre-disbursement Requirements. Contractor must provide to County the documentation required pursuant to this Contract prior to any disbursements being made by the County to Contractor.
- (D) Mailing Address. Payments shall be mailed to Contractor's address as set forth in **Paragraph 17.2** below.

5.3 Billing Adjustments. Adjustments to billings shall be processed as follows.

- (A) KDADS 225s received after the twentieth (20th) day of the month will be processed and paid with the following month's billing report.
- (B) Corrections to previous KDADS 225's must be received by the County within forty-five (45) days following the month in which the applicable SCA Services were provided. The corrections must be submitted as handwritten changes on the original incorrect form. All incorrect information should be crossed out. The summary report must also be corrected and all necessary documents must be submitted to County/CPAAA. In addition, Contractor must provide the following information to obtain payment for unreported Units of SCA Services: (i) the number of Units; (ii) the appropriate Unit rate; (iii) the program; (iv) The service provided; (v) Program Income billed; and (vi) Program Income collected.
- (C) Regardless of when discovered, underpayments or overpayments made by the County to Contractor shall be compensated for by making appropriate adjustments to the Contractor's next payment.
- (D) Billings and/or corrected billings made more than thirty (30) days after the close of a fiscal program year shall not be paid to the Contractor.
- (E) A + or – 50% variance of plan of care report will be submitted with billing statement and be due back to the County/CPAAA by the tenth (10th) of the month.

5.4 Taxes. The County shall not be responsible for any federal, state or local taxes that may be imposed or levied upon Contractor as a result of this Contract.

5.5 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.

5.6 Services not Performed. Contractor shall not be entitled to receive payments for any SCA Services

Contractor is failing or has failed to perform.

## ARTICLE 6: APPEALS & AUDITS

- 6.1 Internal Review & Corrective Action. Internal review & corrective action shall be carried out pursuant to CPAAA Policies & Procedures Manual. An individual who feels that she or he has been treated in an unfair or discriminatory manner by employees, contractors, providers, or Council members of the CPAAA should contact the CPAAA offices within sixty (60) days of the occurrence. An incident report will be completed and forwarded to the Director for review. The Director will issue a timely, written response to the individual, addressing his or her concern and detailing any actions taken to correct the inappropriate treatment. The Director will also advise the CPAAA Council of a grievance's filing and resolution. If the complainant does not feel that the Director's action provides adequate redress, he or she may appeal the Director's decision to the Sedgwick County Department of Diversity and Employee Relations within ten (10) days after receiving notification of the Director's decision. The Department of Diversity and Employee Relations will investigate the actions of the employee, contractor, providers, or Council member (including contacts with appropriate officials in Butler or Harvey County Departments on Aging). Decision by the County Manager is considered to be final action on the issue. Identities of individuals filing a grievance shall be kept confidential to the extent possible.
- 6.2 Appeals of Internal Review Decisions. If a decision rendered pursuant to **Paragraph 6.1** that involves Contractor is appealed, KDADS shall internally review the action of Contractor to determine whether or not the action proposed or taken was correct and appropriate and whether or not the action should be defended through the appeal. KDADS shall have the authority and discretion, at any point during the appeal process, to determine the action proposed or taken was incorrect or inappropriate and to take any corrective action KDADS deems appropriate to resolve the issues on appeal. The Contractor shall take any corrective action directed by KDADS which KDADS deems necessary after considering the issues involved in an appeal. Nothing in this **Paragraph 6.2** shall affect the Contractor's right to appeal the corrective action directed by KDADS.
- 6.3 Notice of Action-Including Notice of Appeal Rights. Unless otherwise provided for by regulation, appeals of any action proposed or taken by KDADS, the County/CPAAA (including any of their assessors or employees), the Contractor (including any of its employees) or any other subcontractors shall be carried out pursuant to K.A.R. 26-4-1 *et seq.* and KDADS Field Services Manual. The County/CPAAA shall give persons or entities (including SCA Clients, Contractor or other subcontractors) directly affected by any County action timely notice of action pursuant to K.A.R. 26-4-1. Said notice of action shall include notice of the right to appeal the action. Similarly, Contractor shall give SCA Clients directly affected by any Contractor action timely notice of action pursuant to K.A.R. 26-4-1, and every notice of action shall notify SCA Clients of their appeal rights.
- 6.4 Audits by State or Federal Agencies. The Contractor shall assist the County/CPAAA and KDADS in any audit or review of the SCA Programs which might be performed by the Kansas Division of Legislative Post Audit or by any other Local, State or Federal agency by making persons or entities, documents, and copies of documents subject to the Contractor's control available for the auditors or their representatives.

## ARTICLE 7: CONTRACTOR'S PERSONNEL

- 7.1 Qualified Personnel. Contractor has, or shall secure at its own expense, personnel who are fully qualified in accordance with all applicable state and federal laws to provide the SCA Services described in **Paragraphs 2.2 and 2.3.** Such personnel shall not be County employees or have any other contractual relationship with County. All of Contractor's personnel engaged, directly or indirectly, in the provision of SCA Services shall meet the requirements of this Contract, all applicable federal laws, and all applicable laws of the State of Kansas.
- 7.2 Minimum Wages. Contractor shall comply with the minimum wage and maximum hour provisions of the Fair Labor Standards Act (29 U.S.C. § 201 *et seq.*).
- 7.3 Employee Conflict of Interest. Contractor shall establish written safeguards to prevent its employees from using their position with Contractor for a purpose that is, or gives rise to the perception that it is, motivated by a desire for private gain for themselves or others (particularly those with whom they have family, business, or other ties). Written safeguards will be in the way of a Conflict of Interest Policy established and approved by the governing board of the Contractor being represented.
- 7.4 Employee Background Checks. Contractor acknowledges and understands that entities or persons providing government-funded services to the public are subject to public scrutiny. During the term of this Contract and at all times when Contractor is providing SCA Services hereunder, Contractor shall assume an affirmative and ongoing obligation to comply with KDADS Field Service Manual requirements relating to background checks and to ensure the restrictions in **Subparagraph 7.5(A)-(C)** are adhered to. This will require the use of criminal or other legal background checks upon all employees, agents, independent contractors and other personnel who provide services pursuant to this Contract, or administer the funds conveyed under this Contract. County/CPAAA will request the proof by written statements or affidavits of said documentation as pursuant to the KDADS Field Service Manual section 1.4.1 – 1.4.3. Contractors utilizing very large numbers of volunteers may be permitted, at the sole discretion of the County, to use optional methods for ensuring the protection of the persons served pursuant to this Contract.
- 7.5 Participant Safeguards. Persons convicted of the following types of crimes during the consecutive ten (10) year period immediately preceding the execution of this Contract or, at any time during the pendency of this Contract, are restricted as follows:
- (A) persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, or crime against another person are prohibited from performing SCA Services, administering this Contract, or handling any funds conveyed hereunder;
  - (B) persons convicted of any crimes of moral turpitude, including without limitation, sex offenses and crimes against children are prohibited from performing SCA Services or otherwise interacting in any way with persons served pursuant to this Contract; and
  - (C) persons convicted of a serious driving offense, including without limitation, driving under the influence of alcohol or a controlled substance, are prohibited from operating 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.

The terms "convicted" and "conviction" shall include: (i) convictions from any federal, state, local, military, or other court of competent jurisdiction; (ii) nolo contendere ("no contest") pleas; and (iii) being placed into a diversion or deferred judgment program in lieu of prosecution.

Any issues concerning the interpretation of this **Paragraph 7.5** or its application to an individual shall be referred to the Director of the Sedgwick County Department on Aging (the "Director"). The Director's decision shall be final for purposes of compliance with this Contract.

- 7.6 Contractor's Training. Contractor shall demonstrate to CPAAA/County personnel how each person providing SCA Services will be trained, and their skills maintained and improved. The training provided shall include, at a minimum, training and instruction on legal and proper behavior and conduct towards SCA Clients, their family members and their property while in SCA Clients' homes. If not previously done, Contractor's proposed training curriculum shall be submitted to County/CPAAA in writing (including a short summary of the content to be covered in each training session) within thirty (30) days of Contract execution. County/CPAAA shall forward the training program to KDADS. Upon receiving KDADS approval of Contractor's staff training curriculum, Contractor shall implement the staff-training program, as approved by KDADS. CPAAA/County staff may monitor such training and offer technical assistance when necessary. Contractor's classes shall be taught by qualified health care professionals using texts, articles, videos, discussions and related instructional techniques. Contractor shall notify CPAAA/County of planned schedules for these sessions, and shall comply with training plans/in-services submitted to CPAAA/County.

## ARTICLE 8: FUNDING

- 8.1 Reprogramming of Funds. It is understood and agreed that in the event the amount of funds County actually receives from KDADS and/or County mill levy (as applicable) is less than anticipated, or in the event that no funds are available to the County for funding this Contract, County may decrease the total compensation and reimbursement to be paid hereunder or may terminate or suspend the Contract without liability.
- 8.2 Inability to Perform Contract. It is understood and agreed that in the event Contractor's rate of progress on this Contract is leading to underspending due to inability to provide SCA Services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or terminate the Contract without any further liability.
- 8.3 Cash Basis and Budget Laws. The right of the County to enter into this Contract 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 Contract shall be construed and interpreted in such a manner as to ensure the County shall at all times remain in conformity with such laws. Further, the County reserves the right to unilaterally sever, modify, or terminate this Contract at any time if, in the opinion of its legal counsel, the Contract may be deemed to violate the terms of any laws of the State of Kansas.

- 8.4 Open Meetings. By accepting public funding from County, or funding administered by County, Contractor agrees that all administrative meetings at which the management or distribution of such funding is a topic will be open to County Officials and/or employees of the County/CPAAA.

## **ARTICLE 9: RECORDS, REPORTS, PROCEDURES & INSPECTIONS.**

- 9.1 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, vouchers or other official documentation (hereinafter collectively referred to as "Expense Information") evidencing in proper detail the nature and propriety of the costs charged to the County.
- 9.2 Availability of Accounting Information. Contractor shall clearly identify and make readily accessible to the County:
- (A) all Expense Information; and
  - (B) any other checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this Contract.

The information listed in **Subparagraphs 9.2(A)** and **(B)** is collectively referred to as "Accounting Information").

- 9.3 Audit. If Contractor receives funds, contracts and/or grants from KDADS and/or the County/CPAAA totaling three hundred thousand dollars (\$300,000.00) or more, it shall provide for an annual independent audit in accordance with KDADS regulations and policies. If any portion of the funds received via grant, the audit shall be performed in accordance with K.A.R. 26-2-9. If all funds are received via contract, the audit shall be performed in accordance with the provisions of the contract. The audit shall cover Contractor's Accounting Information and other financial records which apply to this Contract only. A copy of the audit requested by CPAAA shall be provided to County within twenty (20) days after receipt thereof. The audit shall be conducted within thirty (30) days after Contractor's fiscal year end.
- 9.4 Assessments. County/CPAAA will be permitted to do an assessment on the Contractor to verify that requirements are being met pursuant to this contract on an annual basis.
- 9.5 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 (hereinafter collectively referred to as "Reports") pertaining to matters covered by this Contract as County requests. Payments to Contractor may be withheld by County if Contractor fails to provide all required Reports in a timely, complete and accurate manner. Any payments withheld pursuant to this **Paragraph 9.5** shall be submitted to Contractor when all requested Reports are furnished to County in an acceptable form. All records and information used in preparation of Reports are subject to review by County to ensure the accuracy and validity of the information reported.
- (A) Without limiting the foregoing Contractor shall report the following information to County on a monthly basis no later than the tenth (10th) day of the month following the month in which SCA

Services were provided:

- (i) an unduplicated count (by service) of SCA Clients served;
  - (ii) units and type of service provided to each SCA Client;
  - (iii) cost of service per SCA Client;
  - (iv) sample case studies of SCA Program service delivery, if applicable; and
  - (v) such other data necessary to evaluate the SCA Program's effectiveness and efficiency.
- (B) In addition Contractor shall submit required Eligible SCA Participant data, program progress, financial and demographic information upon request during the term of this Contract. Such information shall be provided on forms designated by the County.

9.6 Retention of Records. Except as otherwise authorized by the County, Contractor shall retain all documentation referred to in **Paragraphs 9.1-9.5** for a period of six (6) years after receipt of the final expenditure report under this Contract. Contractor may be required to maintain the aforementioned documentation beyond the six (6) year period if circumstances (including, but not limited to, litigation or audit resolution proceedings) reasonably necessitate an increased retention period.

9.7 Access to Records. At any time during which records are retained by Contractor pursuant to **Paragraph 9.6**, Contractor shall make any and all of its Accounting Information and other records, books, papers, documents and data available to County (or an authorized representative of a State agency with statutory oversight authority) for the purposes of:

- (A) assisting in litigation or pending litigation; or
- (B) any audits or examinations reasonably deemed necessary by the County.

The County shall be entitled to make excerpts, copies and transcriptions of any of the foregoing information.

## ARTICLE 10: CONFLICTS OF INTEREST

10.1 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 SCA Services pursuant to this Contract.

10.2 Interest of Public Officials and Others. No officer or employee of the County or any member of its governing body or other public official shall have any interest, direct or indirect, in this Contract or the proceeds hereof.

10.3 Employment Conflicts. Contractor shall submit written notice to the County in the event:

- (A) an employee of the County shall also be an employee of Contractor at time this Contract is executed;

- (B) an employee of Contractor seeks additional/alternate employment with County during the term of this Contract; and
- (C) an employee of the County seeks additional/alternate employment with Contractor during the term of this Contract.

The County shall have the sole discretion to determine what actions need to be taken to resolve the conflict. The County may immediately terminate this Contract without any further liability to Contractor if Contractor fails to adhere to the County's decision.

- 10.4 Advisory Council Members. If any Contractor staff or board members serve on any County advisory councils, they shall not be present during nor participate in any discussion (inside or outside of the advisory council's meeting) relating to the SCA Programs and may not vote in person or by proxy on any matter related to, affecting or affected by the SCA Programs.
- 10.5 Gratuities and Favors. Contractor shall not directly or indirectly offer any of the County's officers, employees, or agents anything having monetary value including, without limitation, gratuities and favors.

#### **ARTICLE 11: ASSIGNMENT & SUBCONTRACTING.**

- 11.1 Assignment. Neither this Contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by Contractor without the prior written consent of the County. This Contract is binding upon and fully enforceable against the successors and assigns of Contractor, whether consented to or not.
- 11.2 Subcontracting. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of County. All approved subcontracts shall conform to the applicable requirements set forth in this Contract including any and all appendices and amendments, if any. Notwithstanding the County's consent to any subcontracting, Contractor shall remain fully responsible for all obligations of this Contract.

#### **ARTICLE 12: PUBLICATION OF CONTRACT RESULTS.**

- 12.1 Contract Related Publications. If this Contract results in a book or other material which may be copyrighted, the author is free to copyright the work. However, the County hereby reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, all such copyrighted material and all material which can be copyrighted.
- 12.2 Documentation of Originality or Source. All published material and written reports submitted under this Contract or in conjunction with any third party agreements under this Contract will be originally developed material unless specifically provided for otherwise. Material not originally developed that is included in reports shall have the source identified either in the body of the report or in a footnote (regardless of whether the material is verbatim or in an extensive paraphrase format). All published material and written reports shall give notice that funds were provided by a grant from the County.

## ARTICLE 13: EQUAL OPPORTUNITY & AFFIRMATIVE ACTION.

- 13.1 Discrimination Prohibited. In carrying out this Contract, Contractor shall not discriminate against any person on the basis of race, ancestry, national origin, color, sex, disability, age, or religion and shall comport its performances with all pertinent provisions set out in all applicable Federal and State anti-discrimination acts and associated regulations, all as amended, including, but not limited to:
- (A) Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.* and 45 C.F.R. Part 80);
  - (B) Title VII of the Civil Rights Act of 1964 (42 U.S.C. 2000e *et seq.* and 45 C.F.R. Parts 1602, 1604, 1605, and 1606);
  - (C) the Age Discrimination in Employment Act (29 U.S.C. 621 *et seq.* and 29 C.F.R. Part 1625);
  - (D) the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.* and 45 C.F.R. Parts 90 and 91);
  - (E) the Americans with Disabilities Act ("ADA") (42 U.S.C. 12101 *et seq.*, 28 C.F.R. Parts 35 and 36, and 29 C.F.R. Parts 1602, 1627, and 1630);
  - (F) the Rehabilitation Act of 1973 (29 U.S.C. 794 *et seq.* and 45 C.F.R. Parts 84 and 85);
  - (G) the Kansas Acts Against Discrimination (K.S.A. 44-1001 *et seq.* and K.A.R. Articles 21-30, 21-31, 21-32, 21-33, 21-34, 21-50, and 21-70); and
  - (H) the Kansas Discrimination in Employment Act (K.S.A. 44-1110 *et seq.* (including the Kansas Age Discrimination in Employment Act, K.S.A. 44-1111 *et seq.* and K.A.R. Article 21-80)).
- 13.2 Soliciting Employees. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase approved by the Kansas Human Rights Commission.
- 13.3 Non-Compliance. 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)*.

## ARTICLE 14: SUSPENSION & TERMINATION

- 14.1 *Suspension of Services.* County may, in its sole discretion, indefinitely suspend Contractor's performance of SCA Services pursuant to this Contract by providing two (2) days notice to Contractor. Contractor shall resume performance of services within three (3) days after receipt of notice from the County.
- 14.2 *Termination in Specific Circumstances.* In addition to the other provisions of the Contract authorizing termination in specific situations, the Contract may be terminated as specified in **Paragraphs 14.3** and **14.4** below.
- 14.3 *Termination for Cause.* If Contractor:
  - (A) fails to fulfill in a timely and proper manner any of its obligations under this Contract (and fails to cure such default within five (5) days after receipt of written notice);
  - (B) violates any of the terms, covenants, representations, warranties, conditions, or stipulations of this Contract;
  - (C) authorizes the winding up or reorganization of Contractor;
  - (D) makes a general assignment for the benefit of creditors; or
  - (E) appoints a receiver,

Contractor shall be deemed to have materially breached this Agreement, and the County shall be entitled to terminate the Contract by providing written notice to the Contractor. In such event, the County may pursue all damages incurred by County as a result of Contractor's breach including, without limitation, incidental, consequential and punitive damages (to the extent allowed by law). The County may withhold any payments due to Contractor for the purpose of set-off until such time as the exact amount of damages due County from Contractor are determined. In addition, any information prepared by Contractor to carry out this Contract including, without limitation, data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County. Said items shall be delivered to the County within ten (10) days after receipt of a written request from County.

- 14.4 Termination for Convenience. Either party may terminate this Contract, in whole or in part, without stating any reason therefor by providing thirty (30) days written notice to the other party. To be effective, a partial termination shall be assented to in writing by the non-terminating party. Notwithstanding the foregoing, a refusal by a non-terminating party to assent to partial termination shall in no way limit the other party's right to unilaterally terminate the entire Contract.

If the County terminates for convenience, 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. If the Contract is terminated by either party pursuant to this **Paragraph 14.4**, the Contractor shall be paid for work satisfactorily completed prior to the effective date of termination, provided the provisions of **Paragraph 5.2** have been complied with by Contractor.

## **ARTICLE 15: INDEMNIFICATION**

- 15.1 Indemnification: (A) Each party further agrees to indemnify and hold the other, including directors, officers, agents and employees, harmless from all claims, suits, judgments and demands arising from the indemnifying party's negligent and/or intentional acts and omissions in the performance of duties prescribed in this Contract. Each party shall give the other immediate written notice of any claim, suit or demand which may be subject to this provision. This provision shall survive the termination of this Contract.

## **ARTICLE 16: INSURANCE**

- 16.1 Insurance Required: Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Liability insurance coverage indicated below must be considered as primary and not as excess insurance. Contractor shall furnish a certificate evidencing such coverage, with County listed as an additional insured, except for professional liability, workers' compensation and employer's liability. Certificate shall be provided with bid/proposal submittals. Certificate shall remain in force during the duration of the project/services and will not be canceled, reduced, modified, limited, or restricted until thirty (30) days after County receives written notice of such change. All insurance must be with an insurance company with a minimum BEST rating of A-VIII and licensed to do business in the State of Kansas. It is the responsibility of Contractor to require that any and all approved subcontractors meet the minimum insurance requirements. Contractor shall obtain the above referenced certificate(s) of insurance, and in accordance with this Agreement, provide copies of such certificates to County.

### **Workers' Compensation:**

Applicable coverage per State Statutes

**Employer's Liability Insurance:** \$100,000.00

### **Commercial General Liability Insurance:**

#### **Bodily Injury:**

Each Occurrence \$500,000.00

Aggregate \$500,000.00

#### **Property Damage:**

Each Occurrence \$500,000.00

Aggregate	\$500,000.00
<b>Personal Injury:</b>	
Each Occurrence	\$500,000.00
General Aggregate	\$500,000.00
<b>Automobile Liability-Owned, Non-owned and Hired</b>	
Each Occurrence Bodily Injury and Property damage	\$500,000.00
General Aggregate	\$500,000.00
<b>Professional Liability</b>	
<b>If required</b>	

## ARTICLE 17: NOTICES

17.1 Notice Requirements. Any formal notice required or permitted under this Contract shall be deemed sufficiently given if said notice is personally delivered, sent by registered or certified mail (return receipt requested) or sent by means of telefacsimile or telecopier, to the party to whom said notice is to be given. Notices delivered in person or sent via telefacsimile or telecopier shall be deemed to be served effective as of the date the notice is delivered or sent, as applicable. Notices sent by registered or certified mail (return receipt requested) shall be deemed to be served seventy-two (72) hours after the date said notice is postmarked to the addressee, postage prepaid.

17.2 Notice Information: Until changed by written notice given by one party to the other, the addresses and numbers of the parties shall be as follows:

If to County:

If to Contractor:

Sedgwick County Department on Aging  
Attn: Executive Director  
2622 W. Central Ave., Suite 500  
Wichita, KS 67203  
Phone: 316-660-5221  
Fax: 316-660-1936

Loving Hearts Home Care, Inc.  
Attn: Brenda Carver  
3500 North Rock Road, Suite C  
Wichita, KS 67226  
Phone: 316-636-5510  
Fax: 316-636-5703

AND

Sedgwick County Counselor's Office  
Attn: Contract Notification  
525 N. Main, Suite 359  
Wichita, KS 67203-3790  
Phone: 316-660-9340  
Fax: 316-383-7007

## ARTICLE 18: MISCELLANEOUS

- 18.1 Publicity. Contractor shall not publicize in any manner whatsoever the SCA Services to be performed under this Contract or Contractor's participation in the SCA Programs without prior written consent of County. KDADS's support of the SCA Services and Program shall be conspicuously acknowledged in all publicity releases.
- 18.2 Applicable Law. This Contract shall be governed by, interpreted and construed in accordance with the laws of the State of Kansas, without regard to its conflict of law provisions.
- 18.3 Waiver. The failure of either party to insist upon the strict performance of any of the terms or conditions of this Contract or to exercise any option, right or remedy herein contained, should not be construed as a waiver or relinquishment for the future of such term, provision, option, right or remedy, but the same shall continue and remain in full force and effect. No waiver by either party of any term or provision hereof shall be deemed to have been made unless expressed in writing and signed by the waiving party.
- 18.4 Descriptive Headings. The descriptive headings of the provisions of this Contract are formulated and used for convenience only and shall not be deemed to affect the meaning and construction of any such provision.
- 18.5 [Reserved]
- 18.6 Amendments. This Agreement may not be amended unless such amendment is in writing and signed by both parties hereto.
- 18.7 Survivorship. Notwithstanding the termination of this Contract, Contractor's obligations with respect to **Article 3** ("Representations & Warranties"), **Article 6** ("Appeals & Audits"), **Article 9** ("Records, Reports, Procedures & Inspections"), **Article 12** ("Publication of Contract Results"), **Article 15** ("Indemnification"), **Article 16** ("Insurance"), **Article 18** ("Miscellaneous"), and any other terms and conditions which by their nature should survive termination, shall survive the termination of this Contract.
- 18.8 Invalidity. In the event that any provision in this Contract shall be adjudicated invalid under applicable laws, such invalid provision shall automatically be considered reformed and amended so as to conform to all applicable legal requirements, or, if such invalidity cannot be cured by reformation or amendment, the same shall be considered stricken and deleted, but in neither such event or events shall the validity or enforceability of the remaining valid portions hereof be affected thereby.
- 18.9 Phraseology. In this Contract, the singular includes the plural, the plural includes the singular and any gender includes the other gender.
- 18.10 Incorporation of Appendices. The Appendices attached hereto and incorporated by reference are a part of this Contract to the same extent as if fully set forth herein.
- 18.11 Authorities Incorporated by Reference. The parties shall be bound by those provisions and requirements which are applicable and relevant to the SCA Program and contained in the following authorities which are incorporated into, and made a part of, this Contract by this reference: (A) KDADS's SCA Program

policies and procedures (whether adopted before or during the term of this Contract); (B) all State of Kansas regulations, policies and procedures pertaining to the SCA Programs (whether adopted before or during the term of this Contract); (C) Kansas Department of Administration Form DA-146a (Rev. 9-93) attached hereto as **Appendix B**; and (D) KDADS Field Services Manual. The Contractor is responsible for reviewing the contents of the foregoing authorities and shall be obligated to perform in accordance with their terms whether or not the Contractor has obtained or reviewed a copy of the authorities.

- 18.12 Merger: This Contract and the documents incorporated by reference constitute the entire agreement between the parties with respect to their relationship as it relates to the provision of SCA Services. There are no verbal understandings, agreements, representations or warranties between the parties which are not expressly set forth herein. This Contract supersedes all prior agreements and understandings between the parties, both written and oral.
- 18.13 HIPAA Rules Business Associate Addendum: **Appendix G**, attached, is incorporated by reference and is a part of this Contract to the same extent as if fully set forth herein.

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

BOARD OF COUNTY COMMISSIONERS  
OF SEDGWICK COUNTY, KANSAS

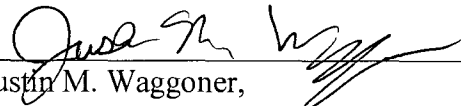
\_\_\_\_\_  
Richard Ranzau, Chairman  
Sedgwick County Board of County Commissioners  
Fourth District

Date: \_\_\_\_\_


ATTEST:

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

Approved as to form:

  
\_\_\_\_\_  
Justin M. Waggoner,  
Assistant County Counselor

LOVING HEARTS HOME CARE, INC.

  
\_\_\_\_\_  
Brenda Carver  
Administrator/Owner/Authorized Representative

Date: March 6, 2015

**APPENDIX A**  
**Sedgwick County Department on Aging – SCA Sliding Fee Scale**  
(See attached form)

New England Building  
503 South Kansas Avenue  
Topeka, KS 66603-3404



Phone: (785) 296-4986  
Fax: (785) 296-0256  
wwwmail@kdads.ks.gov  
www.kdads.ks.gov

Shawn Sullivan, Secretary

Sam Brownback, Governor

**INFORMATION MEMORANDUM  
2013-06**

**To:**

- ☒ Area Agencies on Aging
- ☐ Nutrition Project Directors
- ☐ Kansas Hospital Association
- ☐ Kansas Association of Homes and Services for the Aging
- ☐ Kansas Health Care Association
- ☐ Kansas Advocates for Better Care
- ☐ Kansas Home Care Association
- ☐ Kansas Association of Centers for Independent Living
- ☐ Statewide Independent Living Centers, Inc.
- ☐ KS Department of Social & Rehabilitation Services-Adult & Medical Services
- ☐ Kansas Department of Health & Environment
- ☐ Legal Service Providers
- ☐ Kansas Senior Center Director's Association
- ☐ Kansas Professional Nursing Home Administrators Association
- ☒ Other: Grant Monitors and Program Managers

**From:** Shawn Sullivan, Secretary for Aging and Disability Services

**Subject:** Senior Care Act-SFY 2014 Sliding Fee Scale

**Date:** June 12, 2013

**Effective Date:** July 1, 2013

**Supersedes:** This IM supersedes IM 2011-06. Please use these figures for calculation of Senior Care Act Copay effective July 1, 2013.

**Notes:** The income scale is based on the Federal Poverty Guidelines. Use the Sliding Fee Scale to figure customer copay percentage for all Senior Care Act customers effective July 1, 2013.

**Contact for Further Information:** Lacey Vaughan  
**Phone #:** 785-296-0385

c: KDADS Commissioners  
KDADS Directors



# SCA SLIDING FEE SCALE

Effective 7/1/2013  
FY 2014

				LIQUID ASSETS																										
INCOME	1 Person Family			0-10,000	10,001-20,000	20,001-30,000	30,001-40,000	40,001-50,000	50,001-60,000	60,001-70,000	70,001-80,000	80,001-90,000	90,001-100,000	100,001-110,000	110,001-120,000	120,001-and Above	1 Person Family													
	0	to	958	Donation	5	10	15	20	30	40	50	60	70	80	90	100	0	to	931											
	959	to	1,058	5	10	15	20	30	40	50	60	70	80	90	932		to	1,031												
	1,059	to	1,158	10	15	20	30	40	50	60	70	80	90	1,032	to		1,131													
	1,159	to	1,258	15	20	30	40	50	60	70	80	90	1,132	to	1,231															
	1,259	to	1,358	20	30	40	50	60	70	80	90	1,232	to	1,331																
	1,359	to	1,458	30	40	50	60	70	80	90	1,332	to	1,431																	
	1,459	to	1,558	40	50	60	70	80	90	100	100	100	100	100	1,432		to	1,531												
	1,559	to	1,658	50	60	70	80	90	1,532						to		1,631													
	1,659	to	1,758	60	70	80	90	1,632	to						1,731															
	1,759	to	1,858	70	80	90	100	100									1,732	to	1,831											
	1,859	to	1,958	80	90	1,832											to	1,931												
	1,959	to	2,058	90	100	100	100	100	100						100		100	100	100	1,932	to	2,031								
2,059	and	Above	100	2,032						and	Above																			
				LIQUID ASSETS																										
INCOME	2 Person Family			0-13,500	13,501-23,500	23,501-33,500	33,501-43,500	43,501-53,500	53,501-63,500	63,501-73,500	73,501-83,500	83,501-93,500	93,501-103,500	103,501-113,500	113,501-123,500	123,501-and Above	2 Person Family													
	0	to	1,293	Donation	5	10	15	20	30	40	50	60	70	80	90	100	0	to	1,261											
	1,294	to	1,393	5	10	15	20	30	40	50	60	70	80	90	1,262		to	1,361												
	1,394	to	1,493	10	15	20	30	40	50	60	70	80	90	1,362	to		1,461													
	1,494	to	1,593	15	20	30	40	50	60	70	80	90	1,462	to	1,561															
	1,594	to	1,693	20	30	40	50	60	70	80	90	100	100	100	100		100	100		1,562	to	1,661								
	1,694	to	1,793	30	40	50	60	70	80	90	1,662									to	1,761									
	1,794	to	1,893	40	50	60	70	80	90	100	100									1,762	to	1,861								
	1,894	to	1,993	50	60	70	80	90	1,862											to	1,961									
	1,994	to	2,093	60	70	80	90	100	100	100	100									100	100	100	100	1,962	to	2,061				
	2,094	to	2,193	70	80	90	2,062																	to	2,161					
	2,194	to	2,293	80	90	100	100	100	100	100	100	100	100	100	100		2,162	to	2,261											
	2,294	to	2,393	90	2,262												to	2,361												
2,394	and	Above	100	100	100	100	100	100	100	100	100	100	100	100	2,362		and	Above												

# SCA SLIDING FEE SCALE

Effective 7/1/2013  
FY 2014

LIQUID ASSETS																									
INCOME	3 Person Family			0-17,000	17,001-27,000	27,001-37,000	37,001-47,000	47,001-57,000	57,001-67,000	67,001-77,000	77,001-87,000	87,001-97,000	97,001-107,000	107,001-117,000	117,001-127,000	127,001-and Above	3 Person Family								
	0	to	1,623	Donation	5	10	15	20	30	40	50	60	70	80	90	100	0	to	1,591						
	1,624	to	1,723	5	10	15	20	30	40	50	60	70	80	90	1,592		to	1,691							
	1,724	to	1,823	10	15	20	30	40	50	60	70	80	90	1,692	to		1,791								
	1,824	to	1,923	15	20	30	40	50	60	70	80	90	100	1,792	to		1,891								
	1,924	to	2,023	20	30	40	50	60	70	80	90	100		1,892	to		1,991								
	2,024	to	2,123	30	40	50	60	70	80	90	100			1,992	to		2,091								
	2,124	to	2,223	40	50	60	70	80	90	100				2,092	to		2,191								
	2,224	to	2,323	50	60	70	80	90	100					2,192	to		2,291								
	2,324	to	2,423	60	70	80	90	100						2,292	to		2,391								
	2,424	to	2,523	70	80	90	100							2,392	to		2,491								
	2,524	to	2,623	80	90	100								2,492	to		2,591								
	2,624	to	2,723	90	100									2,592	to		2,691								
	2,724	and	Above	100										2,692	and		Above								
LIQUID ASSETS																									
INCOME	4 Person Family			0-20,500	20,501-30,500	30,501-40,500	40,501-50,500	50,501-60,500	60,501-70,500	70,501-80,500	80,501-90,500	90,501-100,500	100,501-110,500	110,501-120,500	120,501-130,500	130,501-and Above	4 Person Family								
	0	to	1,963	Donation	5	10	15	20	30	40	50	60	70	80	90	100	0	to	1,921						
	1,964	to	2,063	5	10	15	20	30	40	50	60	70	80	90	1,922		to	2,021							
	2,064	to	2,163	10	15	20	30	40	50	60	70	80	90	2,022	to		2,121								
	2,164	to	2,263	15	20	30	40	50	60	70	80	90	100	2,122	to		2,221								
	2,264	to	2,363	20	30	40	50	60	70	80	90	100		2,222	to		2,321								
	2,364	to	2,463	30	40	50	60	70	80	90	100			2,322	to		2,421								
	2,464	to	2,563	40	50	60	70	80	90	100				2,422	to		2,521								
	2,564	to	2,663	50	60	70	80	90	100					2,522	to		2,621								
	2,664	to	2,763	60	70	80	90	100						2,622	to		2,721								
	2,764	to	2,863	70	80	90	100							2,722	to		2,821								
	2,864	to	2,963	80	90	100								2,822	to		2,921								
	2,964	to	3,063	90	100									2,922	to		3,021								
	3,064	and	Above	100										3,022	and		Above								

# SCA SLIDING FEE SCALE

Effective 7/1/2013  
FY 2014

				LIQUID ASSETS																
INCOME	5 Person Family			0-24,000	24,001-34,000	34,001-44,000	44,001-54,000	54,001-64,000	64,001-74,000	74,001-84,000	84,001-94,000	94,001-104,000	104,001-114,000	114,001-124,000	124,001-134,000	134,001-and Above	5 Person Family			
	0	to	2,298	Donation	5	10	15	20	30	40	50	60	70	80	90	100	0	to	2,251	
	2,299	to	2,398	5	10	15	20	30	40	50	60	70	80	90	2,252		to	2,351		
	2,399	to	2,498	10	15	20	30	40	50	60	70	80	90	2,352	to		2,451			
	2,499	to	2,598	15	20	30	40	50	60	70	80	90	2,452	to	2,551					
	2,599	to	2,698	20	30	40	50	60	70	80	90	2,552	to	2,651						
	2,699	to	2,798	30	40	50	60	70	80	90	2,652	to	2,751							
	2,799	to	2,898	40	50	60	70	80	90	2,752	to	2,851								
	2,899	to	2,998	50	60	70	80	90	2,852	to	2,951									
	2,999	to	3,098	60	70	80	90	100	100	100	100	100	100	100	2,952		to	3,051		
	3,099	to	3,198	70	80	90	3,052								to		3,151			
	3,199	to	3,298	80	90	100	100	100	100	100	100	100	100	100	3,152		to	3,251		
	3,299	to	3,398	90	100										3,252		to	3,351		
	3,399	and	Above	100													3,352	and	Above	
				LIQUID ASSETS																
INCOME	6 Person Family			0-27,500	27,501-37,500	37,501-47,500	47,501-57,500	57,501-67,500	67,501-77,500	77,501-87,500	87,501-97,500	97,501-107,500	107,501-117,500	117,501-127,500	127,501-137,500	137,501-and Above	6 Person Family			
	0	to	2,633	Donation	5	10	15	20	30	40	50	60	70	80	90	100	0	to	2,581	
	2,634	to	2,733	5	10	15	20	30	40	50	60	70	80	90	2,582		to	2,681		
	2,734	to	2,833	10	15	20	30	40	50	60	70	80	90	2,682	to		2,781			
	2,834	to	2,933	15	20	30	40	50	60	70	80	90	2,782	to	2,881					
	2,934	to	3,033	20	30	40	50	60	70	80	90	2,882	to	2,981						
	3,034	to	3,133	30	40	50	60	70	80	90	2,982	to	3,081							
	3,134	to	3,233	40	50	60	70	80	90	100	100	100	100	100	100		3,082	to	3,181	
	3,234	to	3,333	50	60	70	80	90	3,182								to	3,281		
	3,334	to	3,433	60	70	80	90	100	100	100	100	100	100	100	100		100	3,282	to	3,381
	3,434	to	3,533	70	80	90	3,382											to	3,481	
	3,534	to	3,633	80	90	100	100	100	100	100	100	100	100	100	100		100	3,482	to	3,581
	3,634	to	3,733	90	100													3,582	to	3,681
	3,734	and	Above	100														3,682	and	Above
h:\sliding fee scale\Slidfee 06.xls																				

h:\sliding fee scale\Slidfee 06.xls

New England Building  
503 South Kansas Avenue  
Topeka, KS 66603-3404



Phone: (785) 296-4986  
Fax: (785) 296-0256  
wwwmail@kdads.ks.gov  
www.kdads.ks.gov

Kari M. Bruffett, Acting Secretary

Sam Brownback, Governor

**Information Memorandum**  
**2014-07**

**To:**

- ☒ Area Agencies on Aging
- ☐ Nutrition Project Directors
- ☐ Kansas Hospital Association
- ☐ Kansas Association of Homes and Services for the Aging
- ☐ Kansas Health Care Association
- ☐ Kansas Advocates for Better Care
- ☐ Kansas Home Care Association
- ☐ Kansas Association of Centers for Independent Living
- ☐ Statewide Independent Living Centers, Inc.
- ☐ KS Department of Children and Families
- ☐ Kansas Department of Health & Environment
- ☐ Legal Service Providers
- ☐ Kansas Senior Center Director's Association
- ☐ Kansas Professional Nursing Home Administrators Association
- ☒ Other: Grant Monitors and Program Managers

**From:** Kari Bruffett, Acting Secretary for Aging and Disability Services

**Subject:** Senior Care Act-SFY 2015 Sliding Fee Scale

**Date:** June 20, 2014

**Effective Date:** July 1, 2014

**Supersedes:** This IM supersedes IM 2013-06. Please use these figures for calculation of Senior Care Act Copay effective July 1, 2014

**Notes:** The income scale is based on the Federal Poverty Guidelines. Use the Sliding Fee Scale to figure customer copay percentage for all Senior Care Act customers effective July 1, 2014.

**Contact for Further Information:** Lacey Vaughan  
**Phone #:** 785-296-0385

**c:** KDADS Commissioners  
KDADS Directors

# Senior Care Act (SCA) SLIDING FEE SCALE

Effective 7/1/2014  
FY 2015

			LIQUID ASSETS																	
INCOME	1 Person Family			0-10,000	10,001-20,000	20,001-30,000	30,001-40,000	40,001-50,000	50,001-60,000	60,001-70,000	70,001-80,000	80,001-90,000	90,001-100,000	100,001-110,000	110,001-120,000	120,001-and Above	1 Person Family			
	0	to	973	Donation	5	10	15	20	30	40	50	60	70	80	90	100	0	to	973	
	974	to	1,073	5	10	15	20	30	40	50	60	70	80	90	974		to	1,073		
	1,074	to	1,173	10	15	20	30	40	50	60	70	80	90	1,074	to		1,173			
	1,174	to	1,273	15	20	30	40	50	60	70	80	90	1,174	to	1,273					
	1,274	to	1,373	20	30	40	50	60	70	80	90	1,274	to	1,373						
	1,374	to	1,473	30	40	50	60	70	80	90	1,374	to	1,473							
	1,474	to	1,573	40	50	60	70	80	90	1,474	to	1,573								
	1,574	to	1,673	50	60	70	80	90	1,574	to	1,673									
	1,674	to	1,773	60	70	80	90	100	100	100	100	100	100	1,674	to		1,773			
	1,774	to	1,873	70	80	90	1,774							to	1,873					
	1,874	to	1,973	80	90	1,874	to							1,973						
	1,974	to	2,073	90	100	100	100	100	100	100	100	100	100	1,974	to		2,073			
	2,074	and	Above	100										2,074	and		Above			
			LIQUID ASSETS																	
INCOME	2 Person Family			0-13,500	13,501-23,500	23,501-33,500	33,501-43,500	43,501-53,500	53,501-63,500	63,501-73,500	73,501-83,500	83,501-93,500	93,501-103,500	103,501-113,500	113,501-123,500	123,501-and Above	2 Person Family			
	0	to	1,311	Donation	5	10	15	20	30	40	50	60	70	80	90	100	0	to	1,311	
	1,312	to	1,411	5	10	15	20	30	40	50	60	70	80	90	1,312		to	1,411		
	1,412	to	1,511	10	15	20	30	40	50	60	70	80	90	1,412	to		1,511			
	1,512	to	1,611	15	20	30	40	50	60	70	80	90	1,512	to	1,611					
	1,612	to	1,711	20	30	40	50	60	70	80	90	1,612	to	1,711						
	1,712	to	1,811	30	40	50	60	70	80	90	1,712	to	1,811							
	1,812	to	1,911	40	50	60	70	80	90	1,812	to	1,911								
	1,912	to	2,011	50	60	70	80	90	100	100	100	100	100	100	100		1,912	to	2,011	
	2,012	to	2,111	60	70	80	90	2,012									to	2,111		
	2,112	to	2,211	70	80	90	100	100	100	100	100	100	100	100	100		2,112	to	2,211	
	2,212	to	2,311	80	90	2,212											to	2,311		
	2,312	to	2,411	90	100	2,312											to	2,411		
	2,412	and	Above	100	100	100											2,412	and	Above	

# Senior Care Act (SCA) SLIDING FEE SCALE

Effective 7/1/2014  
FY 2015

				LIQUID ASSETS															
INCOME	3 Person Family			0-17,000	17,001-27,000	27,001-37,000	37,001-47,000	47,001-57,000	57,001-67,000	67,001-77,000	77,001-87,000	87,001-97,000	97,001-107,000	107,001-117,000	117,001-127,000	127,001-and Above	3 Person Family		
	0	to	1,649	Donation	5	10	15	20	30	40	50	60	70	80	90	100	0	to	1,649
	1,650	to	1,749	5	10	15	20	30	40	50	60	70	80	90	1,650		to	1,749	
	1,750	to	1,849	10	15	20	30	40	50	60	70	80	90	1,750	to		1,849		
	1,850	to	1,949	15	20	30	40	50	60	70	80	90	100	1,850	to		1,949		
	1,950	to	2,049	20	30	40	50	60	70	80	90	1,950		to	2,049				
	2,050	to	2,149	30	40	50	60	70	80	90	2,050	to		2,149					
	2,150	to	2,249	40	50	60	70	80	90	100	100	100	100	100	2,150		to	2,249	
	2,250	to	2,349	50	60	70	80	90	2,250						to		2,349		
	2,350	to	2,449	60	70	80	90	100	100	100	100	100	100	100	2,350		to	2,449	
	2,450	to	2,549	70	80	90	2,450								to		2,549		
	2,550	to	2,649	80	90	100	100	100	100	100	100	100	100	100	2,550		to	2,649	
	2,650	to	2,749	90	2,650										to		2,749		
	2,750	and	Above	100	100										2,750		and	Above	
				LIQUID ASSETS															
INCOME	4 Person Family			0-20,500	20,501-30,500	30,501-40,500	40,501-50,500	50,501-60,500	60,501-70,500	70,501-80,500	80,501-90,500	90,501-100,500	100,501-110,500	110,501-120,500	120,501-130,500	130,501-and Above	4 Person Family		
	0	to	1,988	Donation	5	10	15	20	30	40	50	60	70	80	90	100	0	to	1,988
	1,989	to	2,088	5	10	15	20	30	40	50	60	70	80	90	1,989		to	2,088	
	2,089	to	2,188	10	15	20	30	40	50	60	70	80	90	2,089	to		2,188		
	2,189	to	2,288	15	20	30	40	50	60	70	80	90	100	2,189	to		2,288		
	2,289	to	2,388	20	30	40	50	60	70	80	90	2,289		to	2,388				
	2,389	to	2,488	30	40	50	60	70	80	90	2,389	to		2,488					
	2,489	to	2,588	40	50	60	70	80	90	100	100	100	100	100	100		2,489	to	2,588
	2,589	to	2,688	50	60	70	80	90	2,589								to	2,688	
	2,689	to	2,788	60	70	80	90	100	100	100	100	100	100	100	100		2,689	to	2,788
	2,789	to	2,888	70	80	90	2,789										to	2,888	
	2,889	to	2,988	80	90	100	100	100	100	100	100	100	100	100	100		2,889	to	2,988
	2,989	to	3,088	90	2,989												to	3,088	
	3,089	and	Above	100	100										3,089		and	Above	

# Senior Care Act (SCA) SLIDING FEE SCALE

Effective 7/1/2014  
FY 2015

LIQUID ASSETS																			
INCOME	5 Person Family			0-24,000	24,001-34,000	34,001-44,000	44,001-54,000	54,001-64,000	64,001-74,000	74,001-84,000	84,001-94,000	94,001-104,000	104,001-114,000	114,001-124,000	124,001-134,000	134,001-and Above	5 Person Family		
	0	to	2,326	Donation	5	10	15	20	30	40	50	60	70	80	90	100	0	to	2,326
	2,327	to	2,426	5	10	15	20	30	40	50	60	70	80	90	2,327		to	2,426	
	2,427	to	2,526	10	15	20	30	40	50	60	70	80	90	2,427	to		2,526		
	2,527	to	2,626	15	20	30	40	50	60	70	80	90	2,527	to	2,626				
	2,627	to	2,726	20	30	40	50	60	70	80	90	2,627	to	2,726					
	2,727	to	2,826	30	40	50	60	70	80	90	2,727	to	2,826						
	2,827	to	2,926	40	50	60	70	80	90	2,827	to	2,926							
	2,927	to	3,026	50	60	70	80	90	2,927	to	3,026								
	3,027	to	3,126	60	70	80	90	3,027	to	3,126									
	3,127	to	3,226	70	80	90	3,127	to	3,226										
	3,227	to	3,326	80	90	3,227	to	3,326											
	3,327	to	3,426	90	3,327	to	3,426												
	3,427	and	Above	100	100	100	100	100	100	100	100	100	100	100	3,427		and	Above	
LIQUID ASSETS																			
INCOME	6 Person Family			0-27,500	27,501-37,500	37,501-47,500	47,501-57,500	57,501-67,500	67,501-77,500	77,501-87,500	87,501-97,500	97,501-107,500	107,501-117,500	117,501-127,500	127,501-137,500	137,501-and Above	6 Person Family		
	0	to	2,664	Donation	5	10	15	20	30	40	50	60	70	80	90	100	0	to	2,664
	2,665	to	2,764	5	10	15	20	30	40	50	60	70	80	90	2,665		to	2,764	
	2,765	to	2,864	10	15	20	30	40	50	60	70	80	90	2,765	to		2,864		
	2,865	to	2,964	15	20	30	40	50	60	70	80	90	2,865	to	2,964				
	2,965	to	3,064	20	30	40	50	60	70	80	90	2,965	to	3,064					
	3,065	to	3,164	30	40	50	60	70	80	90	3,065	to	3,164						
	3,165	to	3,264	40	50	60	70	80	90	3,165	to	3,264							
	3,265	to	3,364	50	60	70	80	90	3,265	to	3,364								
	3,365	to	3,464	60	70	80	90	3,365	to	3,464									
	3,465	to	3,564	70	80	90	3,465	to	3,564										
	3,565	to	3,664	80	90	3,565	to	3,664											
	3,665	to	3,764	90	3,665	to	3,764												
	3,765	and	Above	100	100	100	100	100	100	100	100	100	100	100	3,765		and	Above	

**APPENDIX B**  
**Contractual Provisions Attachment**  
(See attached form)



## 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 or 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."

## **APPENDIX C—[RESERVED]**

## APPENDIX D

### Contractor Rates & Billing Information

1. Contractor will be eligible for reimbursement from Senior Care Act funds for the provision of SCA Services in accordance with the rates specified below. Said reimbursement from the County shall be authorized by County/CPAAA in accordance with **Article 5** of the Contract.

<u>SCA SERVICE TYPE</u>	<u>CONTRACTOR RATE</u>
(i) Attendant Care ("ATCR")	\$17.00/Unit
(ii) Homemaker Services ("HMKR")	\$16.00/Unit
(iii) Personal Emergency Response ("PERM")	\$32.00/month
(iv) Personal Emergency Response Installation ("PERI")	\$50.00 (one-time fee)
(v) Medication Issues (MEDIC)	\$24.95/month
(vi) Medication Installation	\$25.00 (one-time fee) Maximum expenditure \$1445/mo

2. The reimbursement of Contractor shall be based upon the number of eligible Units of SCA Services provided by Contractor. A "Unit" as used herein shall mean one (1) hour of SCA Services provided directly to an SCA Client in his/her place of residence (or in Contractor's facility if Adult Day Care services are being provided). Notwithstanding the foregoing, Personal Emergency Response Services shall be reimbursed pursuant to the monthly rate stated above and Personal Emergency Response Installation shall be reimbursed based upon the above stated one time fee.
3. All billing, mileage, training, supervisory and related costs chargeable to the SCA program shall be included in the Contractor Rate specified above. No additional charges will be allowed by County/CPAAA for Contractor travel time, etc. In addition, no special charges for overtime, holidays, weekends, etc., are allowed.
3. County/CPAAA may, in its **sole** discretion, shift or utilize funding for the above listed SCA Services to accommodate SCA Client needs within the contractual and regulatory requirement of "Income Eligible," State and County policy and funding.
4. Under no circumstances shall Contractor be eligible for more than 100% of the total Unit cost for the SCA Services provided.
5. No minimum block of hours is guaranteed by the Contract, and Contractor is encouraged to deliver partial hours where possible to reduce the costs to the SCA Client.
7. All income earned by Contractor for the provision of SCA Services in addition to reimbursement by the County shall be reported to County/CPAAA. The amount and source of such income shall be clearly identified.

8. The County does not guarantee that funds will be available for the entire term of the Contract. In the event that the amount of funds allocated for this program is depleted prior to the expiration of this Contract, authorization for Units of service will cease immediately.
9. Reports to County/CPAAA shall include a breakout of Units billed, the market rate, and total cost. Collection of fees from the SCA Client shall be the sole responsibility of the Contractor.

**APPENDIX E**  
**Poverty Income Guidelines**  
(See Attached Form)

**INFORMATION MEMORANDUM  
2014-02**

**To:**

- ☒ Area Agencies on Aging
- ☒ Nutrition Project Directors
- ☐ Kansas Hospital Association
- ☐ Kansas Association of Homes and Services for the Aging
- ☐ Kansas Health Care Association
- ☐ Kansas Advocates for Better Care
- ☐ Kansas Home Care Association
- ☐ Kansas Association of Centers for Independent Living
- ☐ Statewide Independent Living Centers, Inc.
- ☐ KS Department of Social & Rehabilitation Services-Adult & Medical Services
- ☐ Kansas Department of Health & Environment
- ☐ Legal Service Providers
- ☐ Kansas Senior Center Director's Association
- ☐ Kansas Professional Nursing Home Administrators Association
- ☒ Other: Grant Monitors and Program Managers

**From:** Shawn Sullivan, Secretary for Aging and Disability Services

**Subject:** 2014 Federal Poverty Guidelines

**Date:** February 6, 2014

**Effective Date:** April 1, 2014

**Supersedes:** This IM supersedes IM 2013-02. Please use these figures for calculation of poverty starting April 1, 2014.

**Notes:** The guidelines include income levels for 75%, 125%, and 150% of poverty for those programs using the guidelines. Use the guidelines as criteria to classify the income of all participants receiving a service for the first time this fiscal year effective April 1, 2014. Existing participants are not to be reclassified under the guidelines until their next assessment. Additional information on the Federal Poverty Guidelines can be found at [www.HHS.gov](http://www.HHS.gov).

**Contact for Further Information:** Lacey Vaughan  
**Phone #:** 785-296-0385

c: KDADS Commissioners  
KDADS Directors

# 2014 POVERTY LEVEL INCOME GUIDELINES

FOR USE ON OR AFTER APRIL 1, 2014

## ANNUAL FAMILY INCOME

FAMILY SIZE		PER MONTH		PER YEAR
1		973		11,670
2		1311		15,730
3		1628		19,530
4		1963		23,550
5		2298		27,570
6		2633		31,590

## OTHER INCOME LEVELS

FAMILY SIZE	75% POVERTY		125% POVERTY		150% POVERTY		200% POVERTY	
	MONTH	YEAR	MONTH	YEAR	MONTH	YEAR	MONTH	YEAR
1	729	8,753	1216	14,588	1,459	17,505	1,945	23,340
2	983	11,798	1639	19,663	1,966	23,595	2,622	31,460
3	1221	14,648	2034	24,413	2,441	29,295	3,255	39,060
4	1472	17,663	2453	29,438	2,944	35,325	3,925	47,100
5	1723	20,678	2872	34,463	3,446	41,355	4,595	55,140
6	1974	23,693	3291	39,488	3,949	47,385	5,265	63,180

Source: Federal Register Vol. 79, No. 14  
 Wednesday, January 22, 2014 Pages 3593-3594

**APPENDIX F**  
**Sedgwick County Department on Aging – Aging Taxonomy**  
(See Attached Form)



**KANSAS DEPARTMENT FOR AGING AND DISABILITY SERVICES**  
**Service Taxonomy**  
**Activity Definitions, Codes, Funding Sources and Unit Definitions**

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This Service Taxonomy list contains definitions for activities that will be provided as services to customers, or conducted with the customer (such as an assessment), and also AAA internal activities. The activity codes, funding source codes, and unit definitions will be utilized to complete the assessment and registration plans of care. The definitions will provide guidance for what might be included in a particular activity. The list will also be used in the completion of funding applications including the area plan.

**Acronyms for Funding Sources Administered by KDADS:**

**ADRCFED1** = Aging and Disability Resource Center Options Counseling (Medicaid Eligible)  
**ADRCSGF** = Aging and Disability Resource Center Options Counseling (Medicaid Ineligible)  
**ARRAC1** = Older Americans Act "American Recovery and Reconstruction Act" Stimulus Money  
**ARRAC2** = Older Americans Act "American Recovery and Reconstruction Act" Stimulus Money  
**CTO** = Community Transition Opportunities  
**DISAST** = funding allocated by KDADS in a specific disaster situation  
**ESD** = Expedited Service Delivery  
**ESDPND** = Expedited Service Delivery Pending  
**HCBS/FE** = Medicaid Home and Community Based Services Waiver for the Frail Elderly  
**MFPPND** = Money Follows the Person (Pending, while customer is in a facility)  
**MFPFED1** = Money Follows the Person (HCBS/FE services)  
**MFPFED2** = Money Follows the Person (Transition Services)  
**MFPFED3** = Money Follows the Person (Transition Coordination Services)  
**MFPSGF** = Money Follows the Person (never left nursing home)  
**MFPTCM** = Money Follows the Person Targeted Case Management  
**OAA III B, C1, C2, D, and E** = Older Americans Act Title III activities (\*Title III-D services must be evidence based)  
**SCA** = Senior Care Act  
**TCM** = Targeted Case Management for Medicaid Home and Community Based Services for the Frail Elderly  
**TCMSGF** = Assessment and POC Development for TXIX (Medicaid) ineligibles

Consult the appropriate KDADS Field Services Manual section for the policies regarding specific programs.

Any of the activity codes, with the exception of those funded solely by HCBS/FE, can be used to indicate services provided by family or others in the "Additional Support/Services from Home Health, Family, Friend, Neighbor, Attorney, Landlord, Church, Club, Other" section of the UAI page 10 plan of care.

**Notation of change revised from 1-1-2011 (IM 2011-01):**

- Updated organization name change from Kansas Department on Aging (KDOA) to Kansas Department for Aging and Disability Services (KDADS)
- Added ADRCFED1 and ADRCSGF funding sources
- Added OPCNS and ATCR3X definitions, activity codes, and unit definitions
- Revised support service definitions for CDDO, CMHC, FMGT, NRSN, and VBEN
- Revised definition of NUEVX
- Revised funding source for MOHS
- Revised OAA III-D funding source to include evidence based

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Abuse, Neglect, Exploitation:</b> Suspected mistreatment occurs in a facility licensed by the KDADS and the suspected perpetrator lives or works at the facility (time for reporting would be documented and allocated under Case Management)	ANEKDADS	DISAST OAA III B SCA TCM TCMSGF ESDPND MFPTCM MFPSGF	1 report
<b>Abuse, Neglect, Exploitation:</b> Suspected mistreatment occurs in the community OR if a facility licensed by the KDADS the suspected perpetrator lives outside the facility and is not employed by the facility (time for reporting would be documented and allocated under Case Management)	ANESRS	DISAST OAA III B SCA TCM TCMSGF ESDPND MFPTCM MFPSGF	1 report
<b>Adult Day Care (or Adult Day Health):</b> Basic nursing care as delegated by a registered professional nurse and supervision or assistance with activities of daily living for a portion of the day; less than a 24 hour period. This service is provided in a freestanding facility, or as a service provided in an Adult Care Home, to customers who need the service due to functional impairments. (See definition of Adult Care Home in KDADS Field Services Manual General Program Information section.)	ADCR	DISAST OAA III B SCA	1 hour
<b>Adult Day Care:</b> This HCBS/FE Waiver service is designed to maintain optimal physical and social functioning for customers. This service provides a balance of activities to meet the interrelated needs and interests (e.g., social, intellectual, cultural, economic, emotional, or physical) of HCBS/FE customers.  This service may include: (a) Basic nursing care as delegated or provided by a licensed nurse and identified in the service plan; (b) Daily supervision/physical assistance with certain activities of daily living limited to eating and mobility. May include transfer, bathing and dressing as identified in the customer service worksheet.	MADCX	HCBS/FE MFPFED1 ESDPND	1 to 5 hours
<b>Advocacy/Representation:</b> Action taken on behalf of an older customer to secure his/her rights or benefits. This includes receiving, investigating, and working to resolve disputes or complaints. It does not include services provided by an attorney or persons under the supervision of an attorney.	ADVO	DISAST OAA III B	1 hour
<b>Alzheimer's Support Service:</b> Services are for families of elderly and customers diagnosed with Alzheimer's disease or other neurological and organic brain disorders of the Alzheimer's type. These services assist families to cope with the problem of caring for a customer diagnosed with Alzheimer's. This includes such services as respite care, development of support groups, individual and group counseling, making referrals, and providing information.	ALZH	DISAST OAA III B	1 hour

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Assessment – Abbreviated:</b> Completion of the abbreviated assessment instrument for the purpose of determining initial and ongoing (reassessment) need and/or eligibility for services. This activity does not include travel time.	AASMT	DISAST OAA III B OAA III C2	15 minutes
<b>Assessment – Comprehensive (or Full UAI):</b> Completion of the full assessment instrument for the purpose of determining initial and ongoing (reassessment) need and/or eligibility for services. This assessment consists of pages 1-10 of the UAI. This is a component of CMGT but it is separate for billing and tracking purposes. (TCM billed through MMIS as T1017 U5. All other funding sources bill through KAMIS as ASMT.) (If using MFP, bill T1017 U7) This activity includes travel time for SCA.	ASMT	DISAST ESD MFPTCM OAA III B SCA TCMSGF TCM	15 minutes
<b>Assessment – Nutrition:</b> A systematic method for obtaining, verifying, and interpreting data needed to identify nutrition related problems, their causes, and significance.	ASMTN	DISAST OAA III C1 OAA III C2	15 minutes
<b>Assistance:</b> One-on-one contact in person or by phone, to provide current information on opportunities and services available; assess the problems and capacities of individuals; link individuals to opportunities and services, ensures that the individuals receive the services needed; and are aware of the opportunities available to the individuals by establishing adequate follow-up procedures. Case management: Assistance either in the form of access or care coordination in circumstances where the older person or their caregivers are experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers. Activities of case management include, authorizing services, arranging services, coordinating the provision of services among providers, and follow-up as required.	ASSI	OAA III E	1 contact
<b>Assistive Technology:</b> Assistive technology consists of: 1) The purchase of an item or piece of equipment that improves or assists with functional capabilities including, but not limited to grab bars, bath benches, toilet risers, and lift chairs. 2) The purchase and installation of home modifications that improve mobility including, but not limited to ramps, widening of doorways, bathroom modification and railings.	ASTEX	HCBS/FE MFPFED1 MFPSPGF	1 purchase
<b>Attendant and/or Personal Care:</b> Supervision and/or assistance with bathing, medication, dressing, personal appearance, feeding, transferring, and toileting under the direction of a licensed health professional.	ATCR	DISAST OAA III B OAA III E SCA	1 hour
<b>Attendant and/or Personal Care – Self Direct:</b> Supervision and/or assistance with bathing, medication, dressing, personal appearance, feeding, transferring, and toileting under the direction of a licensed health professional.	ATCRSD	SCA	1 hour
<b>Attendant Care Services – Level I:</b> Services may include medication (set-up, cuing and reminding), shopping, house cleaning, meal preparation, laundry, life management, supervision of bathing, grooming, dressing, toileting, transferring, feeding, walking/mobility.	ATCR1X	HCBS/FE MFPFED1 ESDPND	15 minutes

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Attendant Care Services – Level II:</b> Services may include physical assistance with bathing, grooming, dressing, toileting, transferring, feeding, walking/mobility, and health maintenance activities including ostomy care, catheter care, enteral nutrition, wound care, and medication administration/assistance.	ATCR2X	HCBS/FE MFPFED1 ESDPND	15 minutes
<b>Attendant Care Services – Level III:</b> Services performed by Assisted Living Facilities, Residential Health Care Facilities, or Home Pluses staff to provide supervision and/or physical assistance with Instrumental Activities of Daily Living (IADLs) and Activities of Daily Living (ADLs) for individuals who are unable to perform one or more activities independently.	ATCR3X	HCBS/FE MFPFED1 ESDPND	15 minutes
<b>Attendant Care Services – Self Directed:</b> Attendant care services provide supervision and/or physical assistance with Instrumental Activities of Daily Living (IADLs) and Activities of Daily Living (ADLs) for individuals who are unable to perform one or more activities independently. Supervision of IADLs and supervision and/or physical assistance with ADLs may be performed without nursing supervision (K.S.A. 65-6201). Health maintenance activities and medication set-up may be performed if authorized in writing by a physician or RN. Attendant care services may be provided in the individual's choice of housing, including temporary arrangements.	ATCRUD	HCBS/FE MFPFED1 ESDPND	15 minutes
<b>Bathroom Items:</b> May include the purchase price and installation costs for toileting and personal hygiene items. The following list is only for example and is not meant to be exhaustive: grab bars, toilet riser, tub bench, commode, hand-held shower, cleaning supplies ex. soap, shampoo, and deodorant.	BATH	DISAST SCA OAA III E	1 dollar
<b>Caregiver Training (Group):</b> In a group setting provide instruction about options and methods to assist caregivers in the areas of health, finance, and in making decisions and solving problems relating to their caregiving roles.	CAGTRG	OAA III E	1 event
<b>Caregiver Training (Individual):</b> Training provided to assist a caregiver in the areas of health, finance, and in making decisions and solving problems relating to their caregiving role.	CAGTR	OAA III E	1 event
<b>Caretaker:</b> For this purpose, caretaker is defined as 60 years of age or older non-spousal family member or other individual who is providing services free of charge to a home delivered meal customer. A definition for a home delivered meal customer can be found in the nutrition policies.	CRTKR	DISAST OAA III B	1 meal
<b>Case Management - Senior:</b> Assistance in access and care coordination of information and services to older customers and/or their caregivers to support the customer in the living environment of their choice. Activities of Senior case management include services outlined in FSM 3.1.  For SCA, OAA, ESD, and TCMSGF the activity of ASMT and Development of POC are billed under ASMT. For MFP, see Assessment Definition – page 2 of taxonomy.  This service may include travel time for this service funded through SCA.	CMGTS	DISAST OAA III B SCA TCM ESD MFPTCM MFPSGF	15 minutes
<b>Case Management – Junior:</b> Assistance in access and care coordination of information and services to older customers and/or their caregivers to support the customer in the living environment of their choice. Activities of Junior case management include services outlined in FSM 3.1. This service may include travel time for this service funded through SCA.	CMGTJ	DISAST OAA III B SCA TCM TCMSGF ESD	15 minutes

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Chore:</b> Providing assistance to customers having difficulty with one or more of the following instrumental activities of daily living: heavy housework, yard work or sidewalk maintenance.	CHOR	DISAST OAA III B OAA III E	1 hour
<b>Chore:</b> Providing assistance to customers having difficulty with one or more of: heavy housework (mass cleanup), yard work or sidewalk maintenance. This service is not intended to be ongoing.	CCHOR	DISAST SCA	1 dollar
<b>Community Transition Opportunities:</b> A face to face visit completed by a local contact agency to discuss transitioning from the nursing facility to a community setting.	CTO	CTO	15 minutes
<b>Comprehensive Support:</b> One on one non-medical assistance, observation, and supervision, provided to a cognitively impaired adult to meet their health and welfare needs. The provision of comprehensive support does not entail hands on nursing care. The primary focus is supportive supervision. The support worker is present to supervise the customer and assist with incidental care as needed, as opposed to attendant care which is task specific. Leisure activities (i.e. read mail, books, and magazines or write letters) may also be provided.	COMPX	HCBS/FE MFPED1 ESDPND	15 minutes
<b>Comprehensive Support – Self Directed:</b> One on one non-medical assistance, observation, and supervision, provided to a cognitively impaired adult to meet their health and welfare needs. The provision of comprehensive support does not entail hands on nursing care. The primary focus is supportive supervision. The support worker is present to supervise the customer and assist with incidental care as needed, as opposed to attendant care which is task specific. Leisure activities (i.e. read mail, books, and magazines or write letters) may also be provided.	COMPUD	HCBS/FE MFPED1 ESDPND	15 minutes
<b>Congregate Meals:</b> Provision of a meal to an eligible customer or other eligible participant at a nutrition site, senior center or some other congregate setting. See the nutrition policies for additional program requirements.	CMEL	DISAST OAA III C1 ARRAC1	1 meal
<b>Congregate Meal- Illness Related Home Delivered:</b> Provision of a home delivered meal to a congregate meal participant at their place of residence, due to a short-term illness or physical condition.	CMELH	DISAST OAA III ARRAC1	1 meal
<b>Coordination:</b> Activities which establish linkages among public, private agencies and other groups concerned with issues, needs or welfare of older customers in order to promoting a comprehensive and coordinated service system or otherwise responding to older customers. The development and implementation of joint programs and agreements with other agencies, which identify potential resources for the expansion or improvement of services is included. This definition of coordination is intended for AAA internal activities only.	Activity should not be on UAI/UPR plan of care.	DISAST OAA III B	1 hour
<b>Coordination of Community Mental Health Services</b>	CCMH	DISAST OAA III D*	1 hour
<b>Counseling:</b> Assist the older customer and/or family to resolve problems or to relieve temporary stress. May be done on a one-to-one basis or on a group basis and may be conducted by paid, donated and/or volunteer staff. Includes Gerontological Counseling. Does not include Nutrition Counseling or Legal Counseling.	CNSL	DISAST OAA III B OAA III D*	1 hour
<b>Counseling Regarding Social Services and Follow-up Health Services:</b> This activity is intended to provide follow-up assistance to participants of disease prevention and health promotion activities.	COUNS	DISAST OAA III D*	1 session

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Diagnosis:</b> Technical review and analysis of evidence and facts concerning an individual's social, psychological and physical health problem. Usually performed by a medical or other licensed professional for the purpose of linking symptoms to a specific disease or condition. Does not include screening or assessment activities. Usually related to health, physical, oral, or mental issue areas.	DIAGN	DISAST OAA III B	1 hour
<b>Discount:</b> A reduction made on goods or services from a regular or list price.	DISC	OAA III B	1 card issued
<b>Education &amp; Training/Public Education:</b> Providing formal or informal opportunities for individuals to acquire knowledge, experience or skills. Includes individual or group events designed to increase awareness in such areas as nutrition, crime, or accident prevention; promote personal enrichment, for example, through continuing education; to increase or gain skills in a specific craft, trade, job or occupation. This is <u>not</u> interpreted to mean "Outreach" or "Information and Assistance." Therefore, contacts with a group of customers or potential customers are considered "Public Education". This does not include wages or stipends to participants - see Material Assistance/Aid.	EDUC	OAA III B	1 hour
<b>Educational Programs on the Availability, Benefits, and Appropriate use of Preventive Health Services</b> covered under Title XVIII of the Social Security Act-42 U.S.C. 1395 et seq.	EDUCS	OAA III D*	1 session
<b>Flex Service:</b> Provide a service or item designed to assist a caregiver when other resources have been researched, are unavailable, and does not meet any other III-E service definition in the taxonomy.	FLEX	OAA III E	1 dollar
<b>Follow-Up/Evaluation:</b> Determining the quality and/or effectiveness of a service provided to an individual customer. Usually performed as a component of case management, and/or to assess the results of information/referral. The activity is distinguished from Diagnosis and Assessment/Screening, and from project evaluation.	FLWP	DISAST OAA III B	1 contact
<b>Food Supplements:</b> A food or beverage that has been formulated to provide a concentrated form of nutrients or nutrients that are tailored to meet the needs of someone with special nutritional needs.	FOOD	DISAST SCA	1 dollar
<b>Guardianship:</b> Services designed to provide information and training for individuals who are or may become guardians or representative payees of older individuals. This may include information on the powers and duties of guardians and representative payees and on alternatives to guardianships.	GUAR	DISAST OAA III B	1 contact
<b>Health Promotion Programs:</b> Includes programs relating to chronic disabling conditions (including osteoporosis and cardiovascular disease) prevention and reduction of effects, alcohol, and substance abuse reduction, smoking cessation, weight loss and control, and stress management.	HPRO	OAA III D*	1 session
<b>Health Risk Evaluation:</b> A process of measuring indicators or factors to determine the presence, nature and extent of impairments and to obtain information needed for intervention continued planning to improve the condition.	HEAL	DISAST OAA III D*	1 evaluation
<b>Home Delivered Meals:</b> Provision of a meal to an eligible customer or other eligible participant, at the customer's place of residence.	HMEL	DISAST OAA III C2 ARRAC2	1 meal
<b>Home Health Services:</b> This could include any of the following activities provided at the residence of the customer: nursing, physical therapy, speech therapy, occupational therapy, respiratory therapy, or home health aide. Persons or agencies providing these services must meet applicable licensing and/or certification requirements of the state of Kansas.	HHSER	DISAST OAA III B SCA	1 hour

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Home Injury Control Educational Services:</b> Provision of educational programs on injury prevention (including fall and fracture prevention) in the home environment.	HINS	OAA III D*	1 session
<b>Home Injury Control Screening Services:</b> Screening to determine if the home environment is high-risk.	HINJS	DISAST OAA III D*	1 screening
<b>Homemaker:</b> Providing assistance to customers having difficulty performing one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, doing light housework, and laundry.	HMKR	DISAST OAA III B OAA III E SCA	1 hour
<b>Homemaker – Self Direct:</b> Providing assistance to customers having difficulty performing one or more of the following instrumental activities of daily living: preparing meals, shopping for personal items, managing money, using the telephone, doing light housework, and laundry.	HMKRSD	SCA	1 hour
<b>Hospice:</b> To provide care for terminally ill customers and their family members. This care is either supportive to meet the needs of the terminally ill and their families or delivered to alleviate symptoms.	HOSP	OAA III B SCA	1 hour
<b>Incontinence Supplies:</b> Supplies such as undergarment protection and bed pads for the purpose of addressing both urinary and bowel incontinence.	INCN	DISAST SCA	1 dollar
<b>Individual Counseling:</b> Providing one-on-one counseling for caregivers to assist in making decisions and resolving problems related to their caregiving roles. Individual counseling includes, but is not limited to grief counseling and mental health counseling.	INDC	OAA III E	1 event
<b>Information - Age Related Disorders:</b> Information concerning diagnosis, prevention, treatment, and rehabilitation of age-related diseases and chronic disabling conditions including osteoporosis, cardiovascular diseases, and Alzheimer's disease and related disorders with neurological and organic brain dysfunction.	IARD	DISAST OAA III D*	1 contact
<b>Information – Group services,</b> including public education, provision of information at health fairs or similar events. <b>Outreach:</b> Interventions for the purpose of identifying potential caregivers and encouraging their use of existing services and benefits. This service may also include newsletters, publications and mass media campaigns.	INFO	OAA III E	1 event
<b>Information and Assistance:</b> A one-on-one service for older individuals, and/or the individual's caregiver(s) on behalf of the individual, that gathers information regarding the problems and capacities of the individual in order to: (a) Provide current information on opportunities and services available to the individual within their community including information relating to assistive technology; (b) When appropriate, links the individual to the opportunities and services that are available; (c) Establish adequate follow-up procedures to ensure that the individual receives, to the maximum extent practicable, the information, services, or opportunities available to the individual.	INAS	DISAST OAA III B	1 contact
<b>Interpreting/Translating:</b> To explain the meaning of oral and/or written communication to non-English speaking customers.	INTR	DISAST OAA III B	1 hour
<b>Legal Assistance:</b> Provision of legal advice, counseling, representation, community education, and outreach provided by an attorney or other person acting under the supervision of an attorney.	LGLA	DISAST OAA III B	1 hour



Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Letter Writing/Reading:</b> To read, write, interpret and/or translate business and personal correspondence.	LETR	DISAST OAA III B	1 hour
<b>Material Assistance/Aid:</b> Aid in the form of products, goods or food such as commodities direct distribution, surplus food, groceries or cleaning supplies, clothing, smoke detectors, carbon monoxide detectors, heat detectors, eyeglasses, security devices, etc.	MAID	DISAST OAA III B SCA	1 dollar
<b>Medication Issues:</b> Any activity, service, or device associated with medication including the purchase of such items as medication dispensers, prescription and over-the-counter medication.	MEDIC	DISAST SCA	1 dollar
<b>Medication Management Education:</b> Activities related to medication management, screening, and educational programs to prevent incorrect medication and adverse drug reactions, including medication dispensers purchased for temporary use as part of a screening and education program.	MMEG	DISAST OAA III D*	1 session
<b>Medication Reminder:</b> A medication reminder system provides a scheduled reminder to a customer when it's time to take medications. The reminder may be a phone call, an automated recording, or an automated alarm, depending on the provider's system.	MEDRX	HCBS/FE MFPFED1 ESDPND	1 month
<b>Miscellaneous:</b> This is a one-time purchase OR a one-time or short-term service (duration of less than three (3) months) which does not meet any other service definition. It is intended to address a gap in a customer's service as identified by the case manager and should not be used to meet on-going service or purchase needs. This definition could include dental visit, air conditioner, etc.	MISC	DISAST SCA	1 dollar
<b>Mobility Aids:</b> Those items that enable the customer to continue functioning with the greatest independence. Includes items such as transfer bench, walker, cane, lift chair, reachers, and wheelchair.	MOBL	DISAST SCA	1 dollar
<b>Newsletter:</b> To provide older customers with a newspaper or newsletter containing items predominantly of interest to and affecting the wellbeing of older customers.	NEWS	OAA III B	1 letter or paper to 1 older customer
<b>Nursing Evaluation Visit:</b> Provides a RN evaluation of the customer's health care needs and determines the appropriate assistance to be provided by the attendant. The RN must send the Targeted Case Manager a written report documenting the customer's status within two (2) weeks of the nurse visit. Provided only to customers receiving Attendant Care Services Level II/III when starting services with a new provider.	NUEVX	HCBS/FE MFPFED1 ESDPND	1 visit
<b>Nutrition Counseling:</b> Provision of advice and guidance to an individual customer, who is at nutritional risk, because of their health or nutritional history, dietary intake, medications use or chronic illnesses, about options and methods for improving their nutritional status. This activity is performed by a health professional in accordance with state law and policy.	NCOU	DISAST OAA III C1 OAA III C2 OAA III D*	1 hour
<b>Nutrition Education:</b> A program to promote better health by providing accurate and culturally sensitive nutrition, physical fitness, or health (as it relates to nutrition) information and instruction to customers, or customers and their caregivers, in a group or individual setting. A dietitian or individual of comparable expertise oversees this activity.	NEDU	DISAST OAA III C1 OAA III C2 OAA III D*	1 session



Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Options Counseling:</b> An interactive process that provides assistance to individuals, their family members, caregivers and others and are supported in their deliberation to make informed long-term services and supports choices. Sessions provide unbiased information and decision-support about long term care services through phone calls, emails, electronic means, or face to face as suitable to meet the needs of the individual.	OPCNS	ADRCFED1 ADRCSGF	1 session
<b>Oral Health Services:</b> Oral Health Services shall mean accepted dental procedures, to include diagnostic, prophylactic, and restorative care, and allow for the purchase, adjustment, and repair of dentures. Anesthesia services provided in the dentist's office and billed by the dentist shall be included within the definition of Oral Health Services.	MOHS	HCBS/FE MFPFED1	1 dollar
<b>Outreach:</b> Interventions initiated by an agency or organization for the purpose of identifying potential customers (or their care givers) and encouraging their use of existing services and benefits. The service units for outreach refer to individual, one-on-one contacts between a service provider and an elderly customer or caregiver. A group activity that involves a contact with several current or potential customers/care givers should not be counted as a unit of outreach. Services of this kind offered in a group might be defined as "education/public education".	OUTR	DISAST OAA III B	1 contact
<b>Payment to Customer:</b> Direct financial assistance in the form of money or a voucher. Includes wages (such as for the Senior Community Service Employment Program), stipends, and supplemental living allowance payments (such as for domiciliary care or foster care), and payments for customer direct purchase of service.	PMTC	DISAST OAA III B	1 dollar
<b>Personal Emergency Response Installation:</b> Installation of a personal emergency response electronic device.	PEMRI	DISAST SCA	1 installation
<b>Personal Emergency Response Installation:</b> Installation of a personal emergency response electronic device.	PERMIX	HCBS/FE MFPFED1 ESDPND	1 installation
<b>Personal Emergency Response Services/Monitoring:</b> This service reimburses a monthly fee for the monitoring of a personal emergency response system. Personal Emergency Response units are electronic devices and have portable buttons worn by the customer. These units provide 24 hour a day on call support to the customer having a medical or emergency need that could become critical at any time.	PERM	DISAST SCA	Monthly charge
<b>Personal Emergency Response Services/Monitoring:</b> This service reimburses the monthly fees for the monitoring of a personal emergency response system which provides 24 hour a day on call support to the customer having a medical or emergency need that could become critical at any time.	PERMX	HCBS/FE MFPFED1 ESDPND	1 month
<b>Physical Fitness and Exercise Programs:</b> Includes aerobic and other exercise, music, art, and dance-movement therapy, as well as programs for multi-generation participation that are provided by: (a) An institution of higher education; (b) A local educational agency as defined in section 1471 of the Elementary and Secondary Education Act of 1965, (20 U.S.C. 2891); or (c) A community-based organization.	PHEP	OAA III D*	1 session
<b>Placement:</b> Assisting a customer in obtaining a suitable place or situation such as employment, housing, institution, etc.	PLMT	DISAST OAA III B	1 placement

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Program Development:</b> Activities directly related to either the establishment of a new service(s); or the improvement, expansion or integration of an existing service(s). The two major characteristics of program development are activities which: (1) Are intended to achieve specific service(s) goal and/or (2) Activities that must occur during a specifically defined and limited period of time rather than cyclical or ongoing. Program development is intended for AAA internal activities only.	None as activity should not be on UAI/UPR plan of care.	OAA III B	1 staff hour
<b>Provision of Educational Activities for the Prevention of Depression</b>	PAPD	OAA III D*	1 session
<b>Recreation:</b> To participate in activities, such as sports, performing arts, games, and crafts, either as a spectator or as a performer, facilitated by a provider.	RECR	OAA III B	1 session
<b>Repair/Maintenance/Renovation:</b> Services designed to enable older individuals to maintain their homes, to adapt homes to meet the needs of older individuals, to prevent unlawful entry into residences, through structural modifications or alterations of such residences. This list could include wheelchair ramp, interior/exterior doorway widening, stairways, stair handrails, porch repair, and counter/cabinet heights.	RMNR	DISAST OAA III B OAA III E SCA	1 dollar
<b>Respite:</b> Enables caregivers including grandparent or relative caregivers to be temporarily relieved from their caregiving responsibilities. Respite care is considered to be temporary, substitute supports or living arrangements to provide a brief period of relief or rest for caregivers. It can be in the form of in-home respite, adult day care, and institutional respite for an overnight stay on an intermittent, occasional, or emergency basis. Grandparent/relative caregiver respite may include day care, after school or camp activities. Respite cannot be provided for more than seven (7) consecutive days.	RRRR	OAA III E	1 hour
<b>Respite Care:</b> Provides temporary relief for primary caregivers of customers. This service may be provided for varied periods of time in a location agreed to by the customer, caregiver, and, when involved, the case manager. This service may include: (a) Supervision to assist an individual in accomplishing activities of daily living and supervision/physical assistance for the instrumental activities of daily living of meal preparation, assisting customer with the use of the telephone, laundry, and housekeeping. (b) Response to emergency situations by calling 911 or appropriate emergency community assistance.	RESP	DISAST OAA III B SCA	1 hour
<b>Screening:</b> A routine health screening activity to detect or prevent illnesses such as high blood pressure, hearing, vision, glaucoma, diabetes, cholesterol, cancer, and also includes medication management, depression and nutrition screening. These activities are NOT part of any assessment or registration conducted to determine either a customer's need or eligibility for a service.	SCRN	DISAST OAA III B OAA III D*	1 screening
<b>Senior Center Facilities:</b> Those multipurpose senior center facilities that are altered, renovated, or acquired fiscal year to date. This includes alteration and renovation of existing senior centers as well as facilities that were not previously used as multi-purpose senior centers. This activity would not be listed on a UAI or UPR plan of care.	SCFC	OAA III B	1 senior center altered, renovated, or acquired
<b>Shopping:</b> Providing assistance in the purchase of clothing, medical supplies, food items, household items and/or recreational materials for a customer.	SHOP	DISAST OAA III B	1 round trip
<b>Sleep Cycle Support:</b> This service provides non-nursing physical assistance and/or supervision during the customer's normal sleeping hours in the customer's place of residence, excluding nursing facilities and boarding care facilities. This service could include physical assistance or supervision with toileting, transferring and mobility; and prompting and reminding of medication.	MASC	SCA	6-12 hours

Activity Definition	Activity (Service) Code	KDADS Administered Funding Sources	Unit Definition
<b>Sleep Cycle Support:</b> This service provides non-nursing physical assistance and/or supervision during the customer's normal sleeping hours in the customer's place of residence, excluding adult care homes. This service could include physical assistance or supervision with toileting, transferring and mobility; and prompting and reminding of medication.	MASCX	HCBS/FE MFPFED1 ESDPND	6-12 hours
<b>Supervision:</b> Overseeing actions and/or behavior of a customer to safeguard his or her rights and interests for the purposes of protection against harm to self or others.	SPRV	DISAST OAA III B	1 hour
<b>Support Groups:</b> Activities that organize and maintain support groups that provide assistance to caregivers and their families in making decisions and solving problems relating to their caregiving roles. Providing guidance or instructions on organizing support groups.	SUPG	OAA III E	1 event
<b>Telephoning:</b> Telephoning the customer in order to provide comfort or help.	TPHN	DISAST OAA III B	1 call
<b>Transition Coordination Services:</b> Working with the NF customer in the initial phases of a successful transition plan to return to the community. The TCS will review strengths, barriers, and goals of the customer. TCS will provide up to 48 hours of service in 120 days.	TCS	MFPFED3 MFPSGF	1 hour
<b>Transition Services:</b> Customers have the ability to access \$2500.00 for initial start up cost based on identified need. Transition services allow for the purchase of basic furnishings and deposits of rental and utilities. Funding cannot be used for Room and Board, and day to day living expenses.	TS	MFPFED2 MFPSGF	1 purchase
<b>Transportation-Assisted-OAA:</b> Provision of assistance, including escort, to a person who has difficulties (physical or cognitive) using regular vehicular transportation.	ASTR	DISAST OAA III B	1 one way trip
<b>Transportation-OAA:</b> Provision of a means of going from one location to another. Does not include any other activity.	TRNS	DISAST OAA III B	1 one way trip
<b>Transportation:</b> Provision of a means of going from one location to another. This activity may include assisted transportation or non-assisted transportation.	TRAN	DISAST SCA OAA III E	1 dollar
<b>Treatment:</b> Care provided by a licensed health professional subsequent to assessment and diagnosis of a physical, oral, mental problem or condition. Includes rehabilitative care such as physical, speech/hearing, and occupational therapies.	TREMT	DISAST OAA III B	1 visit
<b>Utilities:</b> The payment of a utility bill in order to keep the customer in their home or payment of installation and/or hook-up charges for utilities. Examples: electric, phone, water, gas, propane, etc. This does not include any charges with LifeLine or similar device.	UTIL	DISAST	1 dollar
<b>Visiting:</b> A visit to the customer in order to comfort or help.	VIST	DISAST OAA III B	1 visit
<b>Wellness Monitoring:</b> Provides health status monitoring through nursing assessment. This service reduces the need for routine physician/health professional visits and care in more costly settings. A written report will be sent to the Targeted Case Manager documenting the customer's status within two (2) weeks of the nurse visit. This service may include nursing diagnosis, nursing treatment, counseling and health teaching, administration/supervision of nursing process, teaching of the nursing process, and execution of the medical regimen.	MAWMX	HCBS/FE MFPFED1 ESDPND	1 visit

## LISTING OF ADDITIONAL SUPPORT/SERVICES NOT ADMINISTERED BY KDADS

SUPPORT/SERVICE	CODE
<i>Acute Care Cost:</i> A monthly cost, determined by SRS, added to all HCBS/FE plans of care to cover immediate and short term costs such as hospital stays, physician appointments and pharmacy.	ACCC
<i>Acting on Behalf, DPOA for HC, Legal Guardian:</i> This code is used when the delegation has been activated. Designation may be formal or informal to assist the customer in making decisions or to make the decisions for the customer.	AOBS
<i>Case Management – Intern:</i> Assistance either in the form of access or care coordination in circumstances where the older person and/or their caregivers are experiencing diminished functioning capacities, personal conditions or other characteristics which require the provision of services by formal service providers. Activities of Intern case management include advocacy, arranging services, coordinate the provision of services among providers, follow-up, resource development, and case record maintenance.	CMGTI
<i>Community Developmental Disability Organization Services:</i> Services provided by an agency responsible for services and supports provided to children and adults with developmental disabilities.	CDDO
<i>Community Mental Health Center Services:</i> Community-based, mental healthcare centers provide a variable range of services, including inpatient, outpatient, emergency, partial hospitalization, consultation, education, case management, drop-in centers and vocational rehabilitation programs.	CMHC
<i>Family Caretaker:</i> A variety of service(s) and/or support provided by non-paid family members. Generally, the family members themselves arrange a very flexible and changeable schedule.	FCTKR
<i>Financial Management:</i> Service and/or support provided by a non-paid family member to plan, direct, or coordinate accounting, investing, banking, insurance, securities, bill payments, or other financial activities.	FMGT
<i>Skilled Nursing:</i> Short term medical care in a person's home as needed. Examples include medication assistance, wound care, IV therapy, etc.	NRSN
<i>Veteran's Benefits:</i> Services available to individuals or dependents of individuals who served during wartime in the United States Military. Examples can include cash assistance, prescription drug coverage, and other medical coverage.	VBEN

**APPENDIX G**  
**HIPAA RULES**  
**BUSINESS ASSOCIATE ADDENDUM**

**DEFINITIONS**

1.1 The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

**Specific definitions:**

(a) Business Associate. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103. In this context, Contractor is a Business Associate.

(b) Covered Entity. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Sedgwick County.

(c) HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

**OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

**Business Associate agrees to:**

2.1 not Use or Disclose Protected Health Information other than as permitted or required by the Agreement or as Required By Law;

2.2 Use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent Use or Disclosure of Protected Health Information other than as provided for by this Agreement;

2.3 report to covered entity any Use or Disclosure of Protected Health Information not provided for by the Agreement of which it becomes aware, including Breaches of Unsecured Protected Health Information as required at 45 CFR 164.410, and any Security Incident of which it becomes aware, as further provided for in Par. 12.1, *et seq.*;

2.4 mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement;

2.5 in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any Subcontractors that create, receive, maintain, or transmit Protected Health Information on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

2.6 make available Protected Health Information in a Designated Record Set to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524;

2.7 make any amendment(s) to Protected Health Information in a Designated Record Set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

2.8 make its internal practices, books, and records available to the Covered Entity or the Secretary for purposes of determining compliance with the HIPAA Rules; and

2.9 maintain and make available the information required to provide an accounting of Disclosures to the Covered Entity as necessary to satisfy covered entity's obligations under 45 CFR 164.528.

### **PERMITTED USES AND DISCLOSURES BY ASSOCIATE**

3.1 Except as otherwise limited in this Agreement, Business Associate may only Use or Disclose Protected Health Information on behalf of, or to provide services to, Covered Entity for the purposes of the contractual relationship, if such Use or Disclosure of Protected Health Information would not violate the Privacy Rule if done by Covered Entity or the Minimum Necessary policies and procedures of the Covered Entity.

### **SPECIFIC USE AND DISCLOSURE PROVISIONS**

4.1 Except as otherwise limited in this Agreement, Business Associate may Use Protected Health Information for the proper management and administration of the Business Associate or to carry out the contractual or legal responsibilities of the Business Associate.

4.2 Business Associate may Use or Disclose Protected Health Information as Required By Law.

4.3 Business Associate agrees to make Uses and Disclosures and requests for Protected Health Information consistent with Covered Entity's Minimum Necessary policies and procedures.

4.4 Business Associate may Disclose Protected Health Information for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the Disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and Used or further Disclosed only as Required By Law or for the purposes for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been Breached.

4.5 Business Associate may provide Data Aggregation services relating to the Health Care Operations of the covered entity.

4.6 Business Associate may Use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

### **OBLIGATIONS OF COVERED ENTITY**

5.1 Covered Entity shall notify Business Associate of any limitation(s) in its Notice of Privacy Practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's Use or Disclosure of Protected Health Information.

5.2 Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to Use or Disclose Protected Health Information, to the extent that such changes may affect Business

## Associate's Use or Disclosure of Protected Health Information.

5.3 Covered Entity shall notify Business Associate of any restriction to the Use or Disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of Protected Health Information.

### **PERMISSIBLE REQUESTS BY COVERED ENTITY**

6.1 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 CFR Part 164 if done by Covered Entity. If necessary in order to meet the Business Associate's obligations under the Agreement, the Business Associate may Use or Disclose Protected Health Information for Data Aggregation, management and administrative activities, or contractual or legal responsibilities of Business Associate.

### **TERM**

7.1 *Term.* The Agreement shall be effective as of date of execution of the Agreement by the parties, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, has been returned to Covered Entity or, at Covered Entity's option, is destroyed, or, if it is infeasible to destroy Protected Health Information, the protections are extended to such information, in accordance with the termination provisions in this Agreement.

### **MISCELLANEOUS**

8.1 A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

8.2 The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the HIPAA Rules.

8.3 Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the HIPAA Rules.

8.4 In addition to any implied indemnity or express indemnity provision in the Agreement, Business Associate agrees to indemnify, defend and hold harmless the Covered Entity, including any employees, agents, or Subcontractors against any actual and direct losses suffered by the Indemnified Party(ies) and all liability to third parties arising out of or in connection with any breach of this Agreement or from any negligent or wrongful acts or omissions, including failure to perform its obligations under the HIPAA Rules, by the Business Associate or its employees, directors, officers, Subcontractors, agents, or other members of its workforce. Accordingly, upon demand, the Business Associate shall reimburse the Indemnified Party(ies) for any and all actual expenses (including reasonable attorney's fees) which may be imposed upon any Indemnified Party(ies) by reason of any suit, claim, action, proceeding or demand by any third party resulting from the Business Associate's failure to perform, Breach or other action under this Agreement.

### **SECURITY RULE REQUIREMENTS**

9.1 Business Associate agrees, to the extent any Protected Health Information created, received, maintained or transmitted by or in electronic media, also referred to as electronic protected health care information, as defined by 45 CFR § 160.103, that it will only create, maintain or transmit such information with appropriate

safeguards in place.

Business Associate shall therefore: implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic protected health care information; ensure that any agent, including Subcontractors, to whom it provides such information shall agree to also implement reasonable and appropriate safeguards to protect the information; and report to the Covered Entity any Security Incident, as that term is defined by 45 CFR § 164.304, of which it becomes aware.

## **TERMINATION**

10.1 Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement and Business Associate has not cured the breach or ended the violation within the time specified by Covered Entity.

## **EFFECT OF TERMINATION**

11.1 Upon termination of this Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to by Covered Entity, destroy all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.

Provided however, Business Associate may retain Protected Health Information if necessary for management and administration purposes or to carry out its legal responsibilities after termination of the Agreement.

Upon termination of this Agreement for any reason, Business Associate, with respect to Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- retain only that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

- return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining Protected Health Information that the Business Associate still maintains in any form;

- continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information to prevent Use or Disclosure of the Protected Health Information, other than as provided for in this Section, for as long as Business Associate retains the Protected Health Information;

- not Use or Disclose the Protected Health Information retained by Business Associate other than for the purposes for which such Protected Health Information was retained and subject to the same conditions set out at in this Agreement which applied prior to termination; and

- return to Covered Entity or, if agreed to by Covered Entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper



management and administration or to carry out its legal responsibilities.

The obligations of Business Associate under this Agreement shall survive the termination of this Agreement.

### **NOTIFICATION OF BREACH**

12.1 To the extent Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, Uses, or Discloses Unsecured Protected Health Information, it shall, following the discovery of a Breach of such information, notify the Covered Entity of such Breach. Such notice shall include the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, Used, accessed, acquired, or Disclosed during such Breach. The Business Associate shall provide the Covered Entity with any other available information that the Covered Entity is required to include in notification to the Individual under 45 C.F.R. § 164.404(c) at the time of the required notification to the Covered Entity, or as promptly thereafter as the information is available.

12.2 For purposes of this section, a Breach shall be treated as discovered by the Business Associate as of the first day on which such Breach is known to such Business Associate (including any person, other than the Individual committing the breach, that is an employee, officer, or other agent of such associate) or should reasonably have been known to such Business Associate (or person) to have occurred by the exercise of reasonable diligence.

12.3 Subject to section 12.4, all notifications required under this section shall be made without unreasonable delay and in no case later than 60 calendar days after the discovery of a Breach by the Business Associate involved in the case of a notification required under section 12.2. The Business Associate involved in the case of a notification required under section 12.2, shall have the burden of demonstrating that all notifications were made as required under this part, including evidence demonstrating the necessity of any delay.

12.4 If a law enforcement official determines that a notification or notice required under this section would impede a criminal investigation or cause damage to national security, such notification or notice shall be delayed in the same manner as provided under section 164.528(a)(2) of title 45, Code of Federal Regulations, in the case of a Disclosure covered under such section.

If a law enforcement official states to the Business Associate that any notification or notice would impede a criminal investigation or cause damage to national security, the Business Associate shall:

- (a) If the statement is in writing and specifies the time for which a delay is required, delay such notification or notice for the time period specified by the official; or
- (b) If the statement is made orally, document the statement, including the identity of the official making the statement, and delay the notification or notice temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in (a) is submitted during that time.

### **PROHIBITION ON SALE OF ELECTRONIC HEALTH RECORDS OR PROTECTED HEALTH INFORMATION.**

13.1 Except as provided in section 13.2, the Business Associate shall not directly or indirectly receive remuneration in exchange for any Protected Health Information of an Individual unless the Covered Entity has obtained from the Individual, in accordance with section 164.508 of title 45, Code of Federal Regulations, a

valid authorization that includes, in accordance with such section, a specification of whether the Protected Health Information can be further exchanged for remuneration by the entity receiving Protected Health Information of that Individual.

13.2. Section 13.1 shall not apply in the following cases:

- (a) The purpose of the exchange is for public health activities (as described in section 164.512(b) of title 45, Code of Federal Regulations).
- (b) The purpose of the exchange is for research (as described in sections 164.501 and 164.512(i) of title 45, Code of Federal Regulations) and the price charged reflects the costs of preparation and transmittal of the data for such purpose.
- (c) The purpose of the exchange is for the treatment of the Individual, subject to any regulation that the Secretary may promulgate to prevent Protected Health Information from inappropriate access, Use, or Disclosure.
- (d) The purpose of the exchange is the health care operation specifically described in subparagraph (iv) of paragraph (6) of the definition of healthcare operations in section 164.501 of title 45, Code of Federal Regulations.
- (e) The purpose of the exchange is for remuneration that is provided by the Covered Entity to the Business Associate for activities involving the exchange of Protected Health Information that the Business Associate undertakes on behalf of and at the specific request of the Covered Entity pursuant to the Agreement.
- (f) The purpose of the exchange is to provide an Individual with a copy of the Individual's Protected Health Information pursuant to section 164.524 of title 45, Code of Federal Regulations.
- (g) The purpose of the exchange is otherwise determined by the Secretary in regulations to be similarly necessary and appropriate as the exceptions provided in subparagraphs (a) through (f).

**APPENDIX H**  
**Closure Reasons and Codes**

## Closure Reasons and Codes

**Instruction:** Select the reason below that best describes why a service or a customer is closed. Enter the code for the reason in the Discharge Code Column on the plan of care. The following codes are reserved, do not use: 1,8,12,16,22,24,26,27,28,30.

CODE	REASON FOR DISCHARGE/CLOSURE
2	Death of customer
3	Customer moved out of service area (SCA and OAA only)
4	Customer moved to adult living facility with supportive services (SCA and OAA only)
5	Customer moved to nursing facility
6	Customer chose to terminate services, including moving out of state
7	Service is not available to meet customer service need, including HCBS critical services for customer's health and welfare needs
9	Customer failure to pay his or her co-pay (SCA only)
10	Customer no longer meets financial eligibility
11	Customer no longer meets functional and/or home delivered meals eligibility
13	Program or service ended or terminated due to funding change (SCA and OAA only)
14	One time service delivered, such as assessment or installation
15	Service(s) discontinued/not available due to lack of service provider and/or staff
17	Customer transferred to home-delivered meals from congregate meals (OAA only)
18	Customer transferred to congregate meals from home-delivered meals (OAA only)
19	C1 and/or C2 customer under age 60 no longer eligible (OAA only)
20	Customer and/or family interfere with service delivery to the point that it interferes with the AAA's or provider's ability to provide services
21	Customer transferred to another funding source for the service (SCA and OAA only)
23	Customer failed or refused to sign or abide by the plan of care or the customer service worksheet
25	Customer whereabouts is unknown
29	Closure of a service line to reopen the service line with different information, including changing CME.
31	Closed due to reassessment
32	Customer closed due to a Level 1 or Level 2 Case Management offense (CMGTS any funding source and HCBS/FE only)
33	Customer transitions from MFP to HCBS/FE (MFP only)
34	Customer did not transition to community (MFP only)
35	Service units decreased due to funding change
36	Customer screened out of service by SRS/ KDOA (ANESRS and ANEKDOA only)
37	Customer screened in by SRS/KDOA, determination of unsubstantiated ANE (ANESRS and ANEKDOA only)
38	Customer screened in by SRS/KDOA, determination of substantiated ANE (ANESRS and ANEKDOA only)
98	KAMIS internal code for ESD
99	KAMIS internal code for Reassessment

Effective 7-1-10