

HIGHER GROUND PEER MENTORING AGREEMENT

This contract entered into as of this _____ day of _____, 2015 by and between Sedgwick County, Kansas ("County,") and TiyoSpaye, Inc., D.B.A. Higher Ground, a Kansas not for profit corporation, ("Contractor").

WITNESSETH:

WHEREAS, County is providing funding to support programs targeting adults with serious substance abuse problems by providing recovery services and intensive support to prevent further involvement in the criminal justice system of Sedgwick County, Kansas; and

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

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

1. Contractor Status: Contractor is a recipient of the state funds provided in Section 4. Contractor, assuming responsibility for the implementation of the actual operation of a certain project specified in Appendix C, shall perform services in a satisfactory and proper manner as determined by the County and outlined in Appendix C.

2. Term: The term of this contract commences upon July 1, 2015, and terminates June 30, 2016. At the expiration of the initial term, this agreement may be renewed on a month-to-month basis for up to 12 months upon the mutual agreement of the parties. Any party may terminate this Agreement at any time, without cause, upon thirty (30) days written notice to each other parties, said notice of termination shall set forth the termination date. Either party may terminate the Agreement at any time for cause.

3. Purpose: It is mutually agreed by and between County and Contractor that the purpose of this contract is to provide a comprehensive approach to address treatment needs, specialized services, easier access to support services and the ability to quickly engage clients in services directly linked to reducing risk in the identified target areas under the provisions of this contract.

4. Compensation: Contractor and County expressly understand and agree that in no event shall the total, full and complete compensation and reimbursement, if any, paid hereunder to Contractor for performance of this contract exceed the maximum amount of \$97,200.00, subject to Section 5 (A) of Appendix A – General Provisions. Such compensation shall include all of Provider's time, labor, equipment, supplies, and travel-related expenses. County will provide computer equipment and office supplies at each location.

5. Incorporation of Appendices: Appendix A – General Provisions, Appendix B – Face Sheet, Appendix C – Program Description and Evaluation Process, Appendix D – Program Outcomes, and Appendix E – Budget, Appendix F – Technology Provisions, are attached hereto and made a part hereof as if fully set out herein.

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

SEDGWICK COUNTY, KANSAS

TIYOSPAYE, INC., D.B.A. HIGHER GROUND

RICHARD RANZAU, Chairman
Fourth District, Board of County Commissioners


MARY SAM MARTIN, CEO & President

ATTEST:

KELLY B. ARNOLD, County Clerk

APPROVED AS TO FORM:


Justin M. Waggoner, Assistant County Counselor

APPENDIX A

GENERAL CONTRACTUAL PROVISIONS

1. AUTHORITY TO CONTRACT.

A. **Affirmation of Legal Authority.** Provider assures it possesses legal authority to contract these services; that resolution, motion or similar action has been duly adopted or passed as an official act of Provider's governing body, authorizing the signing of this contract, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of Provider to act in connection with the application and to provide such additional information as may be required.

B. **Required Documentation.** Domestic (Kansas) corporations shall 1) furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish evidence of authority to transact business in Kansas, in the form of a Certificate signed by the Kansas Secretary of State; and 2) a copy of the Corporation Resolution evidencing the authority to sign the Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. RELATIONSHIP OF PARTIES.

It is agreed that the legal relationship between Provider and County is of a contractual nature. Provider is at all times, as a grant recipient, acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor and grant recipient, Provider and employees of Provider will not be within the protection or coverage of County's worker's compensation insurance, nor shall Provider and employees of Provider, be entitled to any current or future benefits provided to employees of County. Further, County shall not be responsible for withholding of social security, federal, and/or state income tax, or unemployment compensation from payments made by County to Provider.

3. PERSONNEL.

A. **Qualified Personnel.** Provider represents that it has, or shall secure at its own expense, all personnel required in performing the services under this contract. Such personnel shall not be employees of or have any other contractual relationship with County. All personnel engaged in the work shall be fully qualified according to the laws of the State of Kansas and the provisions of this contract.

B. **Minimum Wages.** Provider will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act.

C. **Employee Conflict of Interest.** Provider shall establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

D. **Provider's Safeguard.** The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement Provider assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires, at a minimum, the use of checks through Kansas Department for Children and Families Child Abuse Registry and the Kansas Bureau of Investigation upon personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

E. **Participant Safeguard.** Provider certifies that:

1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to administer this contract or handle the funds conveyed under this contract;

2) Persons with convictions for crimes against persons, for crimes of moral turpitude, including, but not limited to, sex offenses and crimes against children, or any individual who is known by provider to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults, shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and

3) Persons having been convicted of a serious driving offense, including but not limited to driving under the influence of alcohol or a controlled substance, during the five-year period concluding on the date of execution of this contract, or during the pendency of this contract, shall not be permitted to operate a vehicle in which a person served pursuant to this contract is a passenger. For purposes of this section, "serious traffic offense" shall not include any offense deemed a "traffic infraction" under K.S.A. 8-2116 and 8-2118.

4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the contract administrator of this agreement for the County. The contract administrator's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Provider shall not be held accountable for cases in which diversions or deferred judgments are not reflected in an individual's criminal record, or for expunged convictions, if Provider would have no other reasonable way of knowing of these acts.

F. It is understood that this contract may be revoked at the discretion of the County if Provider is in violation of Subsection E. No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 3.

4. **PROHIBITION OF CONFLICTS OF INTEREST.**

A. **Interest of Public Officials and Others.** No officer or employee of County, no member of its governing body, and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this project shall participate in any decision relating to this contract which affects such person's personal interest or the interest of any corporation, partnership, or association in which such person is directly or indirectly interested; nor shall any officer or employee of County or any member of its governing body or other public official have any interest, direct or indirect, in this contract or the proceeds thereof.

B. **Interest of Provider.** Provider covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this contract.

C. **Employee Conflicts.** Situations in which 1) an employee of the County shall also be an employee of Provider at time of agreement, 2) an employee of Provider seeks additional/alternate employment with County during pendency of agreement, or 3) an employee of County seeks additional/alternate employment with Provider during pendency of agreement, shall require written notice to the County at the addresses listed in Section Twenty-one (21) below. The County shall make every effort to assure that such employees do not have any authority to approve 1) grant funds or 2) agreements with Provider or Provider's competitors.

5. **FUNDING.**

A. **Reprogramming of Funds.** It is understood and agreed that in the event the amount of funds County actually receives from the Kansas Department of Corrections is less than anticipated by County, County may decrease the total compensation and reimbursement to be paid to Provider hereunder.

B. **Inability to Perform Contract.** It is further understood and agreed that in the event Provider's rate of progress on this contract is leading to underspending due to inability to provide services at planned levels, County may decrease the total compensation and reimbursement to be paid hereunder or withdraw from the agreement.

C. **Cash Basis and Budget Laws.** The right of the County to enter into this Agreement is subject to the provisions of the Cash Basis Law (K.S.A. 10-1112 and 10-1113), the Budget Law (K.S.A. 79-2935), and other laws of the State of Kansas. This Agreement shall be construed and interpreted so as to ensure that the County shall at all times stay in conformity with such laws, and as a condition of this Agreement the County reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal counsel, the Agreement may be deemed to violate the terms of such laws.

D. **Non-Supplanting Existing Funds.** Provider assures that grant funds made available under State of Kansas Department of Corrections grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

E. **Unexpended funds.** It is agreed by Provider and County that upon termination or expiration of the contract, any unexpended funds shall be returned to County.

6. **PROGRAM INCOME.**

Contract-related program income, if generated, shall be collected by Provider and reported to County annually in addition to Provider's quarterly reports, required in Section Seven (7) below, and shall be used to offset the costs related to the program or expand the service provided.

7. **RECORDS, REPORTS AND INSPECTION.**

A. **Documentation of Costs.** All costs incurred by Provider for which Provider purports to be entitled to reimbursement shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of charges. All checks, payrolls, invoices, contracts, vouchers, orders or other accounting documents pertaining in whole or in part to this contract shall be clearly identified and readily accessible to both parties to this agreement.

B. **Maintenance of Records.** Except as otherwise authorized by County, Provider shall retain such documentation for a period of five (5) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this five (5) year period.

C. **Reports.** During the term of this contract, Provider shall furnish to County, on a quarterly basis, such statements, records, reports, data and information as County requests pertaining to matters covered by this contract. Payments to Provider will be withheld by County if Provider fails to provide all required reports in a timely and accurate manner, until such time as all reports are furnished to County. Incomplete reports may be considered a breach of this contract.

D. **Audit.** Provider shall provide for an annual independent audit of its financial records which apply to this Contract only and shall provide a copy of said audit to County, if requested.

E. **Availability of Records.** Provider agrees to make any and all of its records, books, papers, documents and data available to County, or the authorized representative of a State agency with statutory oversight authority, for the purpose of assisting in litigation or pending litigation, or making audits, examinations, excerpts, copies and transcriptions at any time during the terms of this contract and for a three (3) year period following final payment under the terms of this contract. Provider gives County and the Kansas Department of Corrections, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to its grant of funds.

F. **Provider's Purchasing Procedure.** Provider certifies that it does not practice any form of discrimination based on race, ethnic origin, gender or religion or disability in its purchasing procedures. Provider agrees to make available a written description of its purchasing procedures if requested by County.

G. **Confidentiality.** Both parties will comply with the provisions of State and federal regulations in regard to confidentiality of eligible participant records.

8. **METHOD OF BILLING AND PAYMENT.**

A. **Billing Procedures.** Subject to the maximum amount of compensation prescribed on page 1 at paragraph 4 of this contract, payment shall be made in four equal amounts, with the first payment being made at the commencement of this agreement. The three remaining payments will be made after receipt and upon satisfactory review of Provider's quarterly reports and the total amount of payments shall not exceed the maximum amount allowed by this contract. Provider agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas.

B. **Support Documentation.** Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section Seven (7) above.

C. **Pre-disbursement Requirements.** Provider must provide to County the documentation required pursuant to this contract prior to any disbursements being made by County to Provider.

D. **Mailing Address.** Payments shall be mailed to Provider's address as follows:

Higher Ground
ATTN: Mary San Martin
247 N. Market
Wichita, KS 67202

9. **PARTICIPANT INPUT.**

Provider shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute. Such participant input shall be made accessible to County, if requested.

10. **LICENSES AND PERMITS.**

Provider shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state or local authority for carrying out this contract. Provider shall notify County immediately if any required license, permit, bond or insurance is canceled, suspended or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate revocation by County, in its discretion.

11. **INSURANCE REQUIREMENTS.**

Contractor shall annually provide a certificate of insurance to verify liability insurance. Sedgwick County shall be listed as an additional insured on the general liability policy, and the certificate should provide for at least a 10 day written notice of cancellation. If Contractor transports clients during services provided for under this agreement, evidence of auto insurance on the Certificate is required. Contractor shall also annually provide evidence of Professional Liability insurance, as appropriate. The above insurance requirements apply to all commercial vendors providing services for Sedgwick County.

12. **EPA APPROVED BUILDING.**

Provider will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the contract are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the contract is under consideration for such listing by the EPA.

13. **HANDICAPPED ACCESSIBILITY.**

Provider will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Provider shall also comply with applicable requirements of the Americans With Disabilities Act (ADA) which is a federal anti-discrimination statute designed to remove barriers which prevent qualified individuals with disabilities from enjoying equal treatment by state and local governments and their agencies in employment practices and accessibility in public services and programs.

14. **ASSIGNMENT.**

Neither this contract nor any rights or obligations hereunder shall be assigned or otherwise transferred by either party without the prior written consent of the other.

15. **SUBCONTRACTING.**

None of the work or services covered by this contract shall be subcontracted without the prior written approval of County. All approved subcontracts must conform to applicable requirements set forth in this contract and in its appendices, exhibits and amendments, if any.

16. **PUBLICATION OF CONTRACT RESULTS.**

A. **Copyright.** If this contract results in a book or other material which may be copyrighted, the author is free to copyright the work. County reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use all copyrighted material and all material which can be copyrighted.

B. **Documentation of originality or source.** All published material and written reports submitted under this contract or in conjunction with the third party agreement under this contract will be originally developed material unless specifically provided for otherwise. Material not originally developed included in reports will have the source identified either in the body of the report or in a footnote, whether the material is in a verbatim or extensive paraphrase format. All published material and written reports shall give notice that funds were provided by a grant from County and the State of Kansas.

17. **COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.**

A. **Service Standards and Procedures.** Provider shall perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix D which covers the specific purpose, goals and objectives of this agreement.

B. **Governing Law.** This contract shall be interpreted under and governed by the laws of the State of Kansas.

C. **Compliance with Law.** Provider shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement.

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

18. **EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.**

In carrying out this contract, Provider 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. Provider 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, Provider shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Provider 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, Provider 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 Provider 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, Provider shall be deemed to have breached this contract and it may be canceled, terminated or suspended, in whole or in part by County.

E. Provider 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 provider who: 1) employs fewer than four employees during the term of this contract; or 2) whose contracts with the County cumulatively total \$5,000.00 or less during the fiscal year of the County pursuant to *K.S.A. 44-1031(c)*.

19. **TERMINATION OF CONTRACT.**

A. **Termination for Cause.** If Provider shall fail to fulfill in a timely and proper manner its obligations under this contract, or if Provider shall violate any of the terms, covenants, conditions, or stipulations of this contract, County shall thereupon have the right to terminate this contract by promptly giving written notice to Provider of such termination and specifying the reasons for the termination and the effective date thereof. A breach shall include, but not be limited to, failure to comply with any or all items contained in this contract and any appendices, exhibits or amendments thereto, if any.

In the event of termination, such information prepared by Provider to carry out this contract, including data, studies, surveys, records, drawings, maps and reports shall, at the option of County, become the property of the County and be immediately turned over to the County. Provider shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Notwithstanding the above, Provider shall not be relieved of liability to County by virtue of any breach of this contract by Provider and County may withhold any payments to Provider for the purpose of set off until such time as the exact amount of damages due County from Provider are determined.

B. **Termination of Contract on Other Grounds.** Except for paragraph A above, this contract may be terminated in whole or in part by either party, upon thirty (30) days written notice to the other party, stating the reasons(s) for the termination and the effective date of the termination. A partial termination shall also be specified in writing by the terminating party and shall not be effective unless and until the other party has given its written assent thereto. When this contract is terminated, Provider shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Provider for the grant share of the non-cancelable obligations properly incurred by Provider prior to termination. Whether this contract is canceled by County or Provider as provided herein, Provider shall be paid for work satisfactorily completed, so long as the provisions applicable to Billing and Payment have been met by Provider.

20. **INDEMNIFICATION AGREEMENT.**

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

21. **NOTIFICATION.**

Notifications required pursuant to this contract shall be made in writing and mailed to the addresses shown below. Such notification shall be deemed complete upon mailing.

County: ATTN: DIRECTOR
 Sedgwick County Department of Corrections
 700 S. Hydraulic
 Wichita, KS 67211

Sedgwick County Legal Department
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Provider: Higher Ground
ATTN: Mary San Martin
247 N. Market
Wichita, KS 67202

22. **AMENDMENTS TO AGREEMENT**

If both County and Provider mutually agree, this contract may be amended in writing and by incorporation into this contract. Any change which affects contract objectives must be approved by the Sedgwick County Board of Commissioners.

23. **CERTIFICATE OF TAX CLEARANCE**

Contractor shall annually provide a certificate of tax clearance from the State of Kansas certifying all state taxes have been paid. The statement of tax clearance must be dated no more than 30 days prior to the beginning date of the contract term.


24. **DEBARMENT / SUSPENSION**

Contractor acknowledges that as part of the Code of Federal Regulations (2 C.F.R. Part 180) a person or entity that is debarred or suspended in the System for Award Management (SAM) shall be excluded from Federal financial and nonfinancial assistance and benefits under Federal programs and activities. All non-federal entities, including Sedgwick County, must determine whether the Contractor has been debarred or suspended in SAM and any federal funding received or to be received by Sedgwick County in relation to this Agreement prohibits Sedgwick County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under SAM, the Contractor shall notify Sedgwick County in writing of such determination within five (5) business days as set forth in the Notice provision in this Agreement. Sedgwick County shall have the right, in its sole discretion, to declare the Agreement terminated for breach upon receipt of the written notice. Contractor shall be responsible for determining whether any sub-contractor performing any work for Contractor pursuant to this Agreement has been debarred or suspended under SAM and to notify County within the same five (5) business days, and with the County reserving the same right to terminate for breach as set forth herein.

APPENDIX B

Tiyospaye, D.B.A. Higher Ground Face Sheet

PROGRAM AND FISCAL CONTACT

FIRM NAME: Tiyospaye, D.B.A. Higher Ground	
PRIMARY CONTACT: Mary San Martin	
SIGNATURE: 	TITLE: CEO & President
ADDRESS: 247 N. Market	CITY/STATE/ZIP: Wichita, KS 67202
PHONE: (316)262-2060	FAX: (316) 262-2740

APPENDIX C

PROGRAM DESCRIPTION AND EVALUATION PROCESS

Tiyospaye, D.B.A. Higher Ground will reduce use/abuse of alcohol and illicit drugs, provide a comprehensive approach to addressing treatment needs, more specialized services, easier access to support services and the ability to quickly engage clients in services directly linked to reducing risk in the identified target areas. Project services could include: Peer mentoring; screening, diagnostic and referral services; comprehensive case management services; relapse prevention cognitive groups; and continuing care counseling.

Recovery Specialists:

Two (2) Recovery Specialists will work with clients with serious abuse problems by providing recovery services and intensive support by targeting clients for services by risk using their assessed intensive supervision level (ISL) as follows:

- A. Recovery Specialists will target ISL I population to help develop a support system and provide 1-on-1 mentoring for this high-risk group while they are in treatment. They will provide case management and work collaboratively with the Intensive Supervision Officer's (ISO) who supervise this population.
- B. Recovery Specialists will target ISL II/III population in Adult Intensive Supervision Probation (AISP) and/or Residential. They will provide similar services mentioned above with the following exception: The Recovery Specialist will assist the staff reentry team with transition planning and support to the clients moving from residential into the community. The preferred referral criteria will include ISL II/III clients that score moderate to very high risk in the Education/ Employment, Companions, Alcohol/ Drug and Attitude/ Orientation domains on the LSI-R.
- C. Each Recovery Specialist will maintain a caseload of 15-30 clients and serve approximately 80 clients a year.

Evaluation Process: The process of evaluation will include data collection in the form of activity reports (attached), year-end clients served reports (provided by Higher Ground), program reports, and fiscal reports (form to be provided by the Kansas Department of Corrections). The required reports will be completed and submitted to the Sedgwick County Department of Corrections (SCDOC) on or before the following due dates:

- October 15, 2015
- January 15, 2016
- April 15, 2016
- July 15, 2016

The SCDOC administrative staff regularly monitors the Higher Ground Peer Mentoring program to measure service delivery, service quality and program administration. This is performed by reviewing the program's quarterly reports to check the accuracy of outcome data, and through site visits to view and ensure agency practices are in compliance with the terms of the contract between Higher Ground and Sedgwick County.

APPENDIX D PROGRAM OUTCOMES

1. Process Outcomes

Outcome A: To serve 160 clients in SFY16, to include ISL I – III population clients, as measured by program participation records maintained by Higher Ground.

Outcome B: To assist the staff reentry team with transition plans and support for 100% of clients being returned to the community from a residential setting.

2. Behavioral Outcomes

Outcome A: In SFY16, 80% of peer mentoring clients will not be revoked and returned to detention for a new crime, before being released from the HG Peer Mentoring Program.

Outcome B: In SFY16, 55% of peer mentoring clients, attending treatment at Higher Ground, will successfully complete primary treatment by meeting discharge criteria.

APPENDIX E BUDGET

HIGHER GROUND SEDGWICK COUNTY KANSAS JUSTICE REINVESTMENT INITIATIVE BUDGET 2015-2016

A. Personnel

Direct Service Personnel					
Title	Total annual salary paid to employee	Total cost of fringe benefits for employee	Sub-total of all compensation	% of time paid by this program	Total Budgeted to Program
Recovery Specialist	\$37,000	\$11,100	\$48,100	100%	\$48,100
Recovery Specialist	\$37,000	\$11,100	\$48,100	100%	\$48,100

TOTAL					\$96,200
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Narrative – The personnel costs include salaries for two recovery specialists. Michael Hill and Judy Reusser will spend 100% of their time on this program. Job responsibilities include operation of the program, direct service delivery, drug and alcohol prescreens / treatment, and conducting cognitive behavioral groups.

Fringe benefits cover FICA, retirement, disability insurance, health/life insurance, workers compensation and unemployment taxes for each employee.

B. Training

Purpose of Training and Location	Total Cost	% allocated to this program	Total Budgeted to Program
Behavioral Health Skill Building Trainings	\$1000	100%	\$1,000

TOTAL			\$1,000
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Narrative – This category covers the costs associated with providing skill building training for two recovery specialists for improving their ability to provide effective behavioral health services.

Judicial District # 18

**Budget Summary
SFY 2016**

Program Name: **Tiyospaye, D.B.A. Higher Ground (Peer Mentoring)**

Funding Period: (from) **July 1, 2015** (to) **June 30, 2016**

Total amount of funding **\$97,200**

Allowable Expenses		Total Amount
A.	Personnel	\$96,200
B.	Training / Education	\$1,000
Total Budget		\$97,200

APPENDIX F TECHNOLOGY PROVISIONS

Sedgwick County, Kansas ("the County") and **Tiyospaye, Inc. DBA Higher Ground** ("the Program") hereby enter into an agreement whereby the County agrees to provide a secure information exchange and electronic portal for clinical and demographic information on mutual clients for the purpose of tracking behavioral health services and client outcomes.

Furthermore, the County:

1. acknowledges that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information received from the Program identifying or otherwise relating to the patients in the Program ("protected information"), it is fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R. Parts 142, 160, 162 and 164;
2. agrees to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
3. agrees that it will not use or disclose protected health information except as permitted or required by this Agreement or by law;
4. agrees that, when the County uses, discloses, or requests protected health information, it will limit the use, disclosure, or request to the minimum necessary;
5. agrees that if the County enters into a contract with any agent, including a subcontractor, the agent will agree to comply with 42 C.F.R. Part 2 and HIPAA, and, if the County learns of a pattern or practice by the agent that is a material breach of the contract with the County, to take reasonable steps to cure the breach or terminate the contract, if feasible;
6. agrees to comply with HIPAA's security provisions with regard to electronic protected health information, and to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information;
7. agrees to report breaches of protected information to the Program;
8. agrees to report to the Program any use or disclosure of the protected information not provided for in this Agreement of which it becomes aware, in writing, and no later than 60 days following discovery of a breach;

9. agrees to ensure that any agent, including a subcontractor, to whom the County provides protected information received from the Program, or creates or receives on behalf of the Program, agrees to the same restrictions and conditions that apply through this Agreement to the County with respect to such information;

10. agrees to provide access to the protected information at the request of the Program, or to an individual as directed by the Program, in order to meet the requirements of 45 C.F.R. § 164.524 which provides patients with the right to access and copy their own protected information, in writing, no later than 30 days after receipt of the request;

11. agrees to make any amendments to the protected information as directed or agreed to by the Program pursuant to 45 C.F.R. § 164.526, in writing, no later than 60 days after receipt of the request;

12. agrees to make available its internal practices, books, and records, including policies and procedures, relating to the use and disclosure of protected information received from the Program, or created or received by the County on behalf of the Program, to the Program or to the Secretary of the County of Health and Human Services for the purpose of the Secretary determining the Program's compliance with HIPAA no later than 30 days after receipt of the request;

13. agrees to document disclosures of protected information, and information related to such disclosures, as would be required for the Program to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528, in writing, no later than 30 days after receipt of the request;

14. agrees to provide the Program or an individual information in accordance with paragraph (9) of this agreement to permit the Program to respond to a request by an individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528, in writing, no later than 30 days after receipt of the request;

Termination

1. The Program may terminate this Agreement if it determines that the County has violated any material term.
2. Upon termination of this Agreement for any reason, the County shall return or destroy all protected information received from the Program, or created or received by the County on behalf of the Program. This provision shall apply to protected information that is in the possession of subcontractors or agents of the County. The County shall retain no copies of the protected information.
3. In the event that the County determines that returning or destroying the protected information is infeasible, the County shall notify the Program of the conditions that make return or destruction infeasible no later than 60 days after receipt of the request.
4. Upon notification that the return or destruction of the protected information is infeasible, the County shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of the information to those purposes that make the return or destruction infeasible, as long as the County maintains the information.

[illegible]