

**AMENDMENT TO THE PSYCHOSOCIAL REHABILITATION, ATTENDANT CARE, AND
RESPITE SERVICES AGREEMENT**

by and between:
SEDGWICK COUNTY, KANSAS
and
BEHAVIORAL LINK, A DIVISION OF PYXIS, INC.

This Amendment entered into this ____ day of _____ 2016, by and between Sedgwick County, Kansas ("County") and Behavioral Link, A Division of Pyxis, Inc. ("Contractor").

WITNESSETH:

WHEREAS, the parties hereto entered into an agreement on January 1, 2016 ("Original Agreement"); and

WHEREAS, the parties now find it necessary to make amendments to the Original Agreement due to a four percent (4%) reduction in the Kansas Medicaid allowable rate, effective July 1, 2016.

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

4. **Compensation.** Contractor agrees to payment on a reimbursement basis. Contractor agrees to be reimbursed by COMCARE after COMCARE's receipt of payment for services by Medicaid. County reserves the right to disallow reimbursement for any items or service billed by Contractor if County believes that the item or service was not provided to support the Agreement purpose. Payment will only be made for services already provided.

Contractor will be paid the rate of \$23.23 per hour of group psychosocial rehabilitation services, \$26.88 per hour for individual psychosocial rehabilitation services, \$24 per hour for attendant care (code T 1019-HK), \$23.04 per hour for attendant care non-waiver (code T 1019-HE), and \$18.00 per waking hour for short-term respite care. Contractor understands and agrees that in the event that the amount of funds the County receives is less than anticipated, County may adjust the rate to be paid hereunder. In no event shall the total, full and complete compensation and reimbursement, if any, paid to Contractor for performance of this Agreement exceed the maximum amount of \$1,750,000.00.


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

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

SEDGWICK COUNTY, KANSAS:

BEHAVIORAL LINK, A DIVISION OF PYXIS, INC.

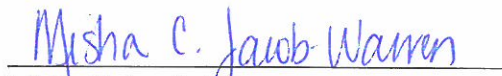
James M. Howell, Chairman
Commissioner, Fifth District



Mike Kriwiel, President & CEO

APPROVED AS TO FORM ONLY:

ATTESTED TO:



Misha C. Jacob-Warren
Assistant County Counselor

Kelly B. Arnold
County Clerk

Budget Shortfall Payment Reductions

Effective with dates of service on and after July 1, 2016, all payments issued by the Kansas Medical Assistance Program (KMAP) will be reduced by 4% due to budget shortfall requirements as directed by the governor's office. The reduction is necessary to meet the Kansas law requiring a balanced budget. Concerning the reductions, note the following:

- The reduction applies as indicated in the public notice, published in the Kansas Register, June 9, 2016.
- Normal payment algorithms will apply, including the appropriate reductions for third-party liability and spenddown. The "Budget Shortfall" payment reduction will apply to the Medicaid paid amount (net reimbursement amount).
- The 4% payment reduction will be reported in the cutback/denied amount line on the remittance advice (RA). The cutback/denied amount line will include the sum of all the reductions, including the budget shortfall reduction.
- The reduction will be identified using claim adjustment reason code 131 (Claim specific negotiated discount).
- The following providers are exempt from the reduction.
 - Critical Access Hospital (Inpatient/Outpatient only)
 - Federally Qualified Health Center (Encounter rate only)
 - Indian Health Service
 - Rural Health Clinic (Encounter rate only)
 - Rural, densely populated, and frontier hospitals (Inpatient/Outpatient only)
 - State hospital
 - Work Opportunities Reward Kansans (WORK)
- See the listings (below) of Home and Community Based Services (HCBS) and Hospice codes exempt from the reduction. **Note:** All CDT codes are exempt for HCBS.

HCBS

97532	G0151	G0152	G0153	H0004	H0045
H2014	H2021	H2023	S0315	S0317	S5101
S5102	S5110	S5110 TJ	S5125	S5125 U6	S5125 U9
S5125 UA	S5125 UB	S5125 UD	S5130	S5135	S5135 UD
S5150	S5160	S5161	S5165	S5170	S5185
S5190	S9482	S9482 HQ	S9485	T1000	T1000 TD
T1001	T1002	T1004	T1005	T1016	T1019
T1019 HK	T1027	T1027 HQ	T1505	T1505 U6	T1505 UB
T2016	T2021	T2025	T2029	T2038	T2040 U2

Hospice

T2042	T2043	T2044	T2045	T2046	G0155	G0299
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KMAP

Kansas Medical Assistance Program

- [Bulletins](#)
- [Manuals](#)
- [Forms](#)

Customer Service

- 1-800-933-6593 (in-state)
- 785-274-5990
8:00 a.m. - 5:00 p.m.
Monday - Friday

4791-4

**PSYCHOSOCIAL REHABILITATION, ATTENDANT CARE, AND RESPITE SERVICES
AGREEMENT**

by and between:

**SEDGWICK COUNTY, KANSAS
and
BEHAVIORAL LINK, A DIVISION OF PYXIS, INC.**

This Contract entered into as of this 16th day of December, 2015, by and between Sedgwick County, Kansas, ("County,") and Behavioral Link, A Division of Pyxis, Inc., ("Contractor.")

WITNESSETH:

WHEREAS, County's COMCARE department (COMCARE) is a licensed community medical health center, and a certified alcohol and drug treatment center, and requires psychosocial rehabilitation and attendant care services for children/youth with a serious emotional disturbance; and

WHEREAS, County desires to engage Contractor to perform said services; and

WHEREAS, County and Contractor desire to state the terms and conditions under which Contractor will provide said services.

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

1. Contractual Relationship. It is agreed that the legal relationship between Contractor and County is of a contractual nature. Both parties assert and believe that Contractor is acting as an independent contractor in providing the services and performing the duties required by County hereunder. Contractor is at all times acting as an independent contractor and not as an officer, agent, or employee of County. As an independent contractor, Contractor, and employees of Contractor, will not be within the protection or coverage of County's worker's compensation insurance, nor shall Contractor, and employees of Contractor, 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 Contractor.

2. Purpose and Scope of Work. It is the purpose of this Agreement that Contractor shall provide psychosocial rehabilitation, attendant care, and respite services for youth with severe emotional disturbances. Services under this Agreement will be provided to youth authorized for services through COMCARE. Contractor shall do, perform and carry out in a satisfactory and proper manner, as determined by the County, this purpose as well as the goals and objectives necessary to accomplish this purpose and Agreement, as set forth in Appendix B.

3. Term: The term of this contract shall be for one (1) year commencing January 1, 2016, and shall expire December 31, 2016. This contract may continue for a reasonable time after December

31, 2016, if both parties agree to continue operating under the terms of this contract while they are actively developing a contract for 2017.

4. **Compensation.** Contractor agrees to payment on a reimbursement basis. Contractor agrees to be reimbursed by COMCARE after COMCARE's receipt of payment for services by Medicaid. County reserves the right to disallow reimbursement for any items or service billed by Contractor if County believes that the item or service was not provided to support the Agreement purpose. Payment will only be made for services already provided.

Contractor will be paid the rate of \$24.20 per hour of group psychosocial rehabilitation services, \$28.00 per hour for individual psychosocial rehabilitation services, \$24.00 per hour for attendant care, and \$18.00 per waking hour for short-term respite care. Contractor understands and agrees that in the event that the amount of funds the County receives is less than anticipated, County may adjust the rate to be paid hereunder. In no event shall the total, full and complete compensation and reimbursement, if any, paid to Contractor for performance of this Agreement exceed the maximum amount of \$1,750,000.00.

Additional requirements related to billing and payments are set forth in Section 5 of Appendix B.

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

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

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

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

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

6. **Indemnification.** To the fullest extent of the law, Contractor shall defend, indemnify and hold harmless County and its elected and appointed officials, officers, managers, members, employees and agents, from any and all claims brought by any third-party person or entity whatsoever, arising from

any act, error, or omission of Contractor in connection with Contractor's performance of this Agreement or any other agreements between the Contractor and the County entered into by reason of this Agreement. Contractor shall defend, indemnify and hold harmless County and its elected and appointed officials, officers, managers, members, employees and agents, with respect to any third-party claim arising, or alleged to have arisen from negligence, and/or willful, wanton or reckless acts or omissions of Contractor, its subcontractors, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damage awards, costs, and reasonable attorney's fees. This indemnification shall not be affected by other portions of the Agreement relating to insurance requirements. Contractor agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

Neither party shall hold the other responsible for its role in the administration and/or delivery of its own services. This includes the responsibility of Contractor to provide only medically necessary and authorized services to clients and to properly document and bill for those services.

7. Management of Risk, Compliance and Compliance Reporting Requirements.

Contractor expressly understands and agrees to maintain an internal auditing and monitoring program and to immediately report to COMCARE any suspected fraud, abuse or waste as it relates to compliance and billing practices, and to include submission of documentation of the investigation/review and outcome. Additionally, Contractor agrees to respond within one week (or sooner if the issue warrants immediate attention) to any and all issues identified as a result of a compliance investigation by COMCARE. Routine compliance efforts must be documented and communicated to COMCARE quarterly via a report due to the COMCARE Compliance Officer no later than the last day of the month following the end of the calendar quarter.

8. Incorporation of Documents: Appendix A (General Contractual Provisions) and Appendix B (Purpose, Goals and Objectives) are attached hereto and made a part hereof as if fully set forth herein.

9. Incorporation of MCO Requirements. As County has entered into agreements with the three Managed Care Organizations (MCOs) selected by the State of Kansas to manage its Medicaid program, Contractor shall comply with MCO requirements as applicable. Contractor warrants that it can meet the standards of the MCO contracts which are herein. Contractor shall comply with all provisions and requirements set out in each MCO Provider Manual, as applicable, in connection with the provision of services to covered persons enrolled in the KanCare Medicaid program. Contractor agrees that covered services shall be provided in accordance with the three MCO contracts and any applicable Provider Manuals, as well as state and federal laws and regulations. Provider Manuals will be made available to Contractor via the appropriate MCO website. To the extent Contractor is unclear about its duties and obligations, it shall request clarification from COMCARE.

10. Insurance Requirements. Contractor agrees to maintain the following minimum limits of insurance coverage throughout the term of this Agreement:

Worker's Compensation	
Applicable State Statutory Employer's Liability	
	\$500,000.00

Employer's Liability Insurance:	
Contractor's Liability Insurance:	
Form of insurance shall be by a Comprehensive General Liability and Comprehensive Automobile Liability	
Bodily Injury:	
Each occurrence	\$500,000.00
Aggregate	\$500,000.00
Property Damage:	
Each occurrence	\$500,000.00
Aggregate	\$500,000.00
Personal Injury:	
Each person aggregate	\$500,000.00
General aggregate	\$500,000.00
Automobile Liability – Owned, Non-Owned, and Hired:	
Bodily injury each person	\$500,000.00
Bodily injury each occurrence	\$500,000.00

Liability insurance coverage indicated above 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.

As mandated by the KanCare Medicaid program, Contractor shall maintain professional liability insurance in the amount of \$1,000,000 per occurrence and \$3,000,000 aggregate.

11. **Governing Law.** This Agreement shall be interpreted under and governed by the laws of the State of Kansas. The parties agree that any dispute or cause of action that arises in connection with this contract will be brought before a court of competent jurisdiction in Sedgwick County, Kansas.

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

County: Comprehensive Community Care of Sedgwick County (COMCARE)
Attn: Marilyn Cook, Executive Director
934 N. Water
Wichita, KS 67203

and

Sedgwick County Counselor's Office
Attn: Contract Notification
Sedgwick County Courthouse
525 N. Main, Suite 359
Wichita, KS 67203-3790

Contractor : Behavioral Link, A Division of Pyxis Inc.
Attn: Mike Kriwiell
334 N. Topeka
Wichita, KS 67202

13. Termination.

A. *Termination for Cause.* County reserves the right to terminate this Agreement with a thirty (30) day written notice as a result of the failure of Contractor to provide acceptable goods and/or services or if County determines that goods or services can be better provided by in-house or other sources. In the event of termination of this Agreement as a result of a breach by Contractor, County will not be liable for any fees other than payment to Contractor for goods and services rendered prior to termination and non-cancellable commitments made by Contractor to third parties on behalf of the County prior to termination; and County may, at its sole option, award an agreement for the same services to another qualified firm to provide services or the County may complete the work in-house.

B. *Termination on Other Grounds.* This Agreement may be terminated by County upon thirty (30) days written notice to the Contractor, stating the reasons(s) for the termination and the effective date of the termination. When this Agreement is terminated, Contractor shall not incur new obligations for the terminated portion after the effective date of the termination and shall cancel as many outstanding obligations as possible. County shall allow full credit to Contractor for the grant share of the non-cancelable obligations properly incurred by Contractor prior to termination. Contractor shall be paid for work satisfactorily completed, so long as the provisions in Appendix A applicable to Billing and Payment have been met by Contractor.

14. 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.

15. Entire Agreement. This Agreement and the documents incorporated herein contain all the terms and conditions agreed upon by both parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties

hereto. Any agreement not contained herein shall not be binding on either party, nor shall it be of any force or effect.

16. **Severability Clause.** In the event that any provision of this Agreement is held to be unenforceable, the remaining provisions shall continue in full force and effect.

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


ATTEST:



Kelly B. Arnold, County Clerk

The seal of Sedgwick County, Kansas, is circular. It features a central image of a Native American figure holding a bow and arrow, with a sun rising behind them. The words "CLERK OF SEDGWICK COUNTY" are written around the top inner edge, "SEDGWICK COUNTY" around the bottom inner edge, and "KANSAS" at the very bottom.

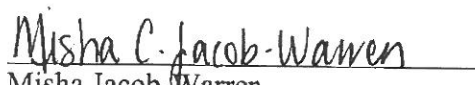
SEDGWICK COUNTY, KANSAS



Richard Ranzau, Chairman
Board of Sedgwick County Commissioners

APPROVED AS TO FORM ONLY:

BEHAVIORAL LINK, A DIVISION OF PXYIS,
INC.



Misha Jacob-Warren,
Assistant County Counselor



Mike Kriwiel, President & CEO

APPENDIX A GENERAL CONTRACTUAL PROVISIONS

1. AUTHORITY TO CONTRACT.

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

B. Required Documentation. Domestic (Kansas) corporations shall furnish evidence of good standing in the form of a Certificate signed by the Kansas Secretary of State. Foreign (non-Kansas) corporations shall furnish: (1) 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 Contract Documents, executed by the Corporation's Secretary or Assistant Secretary.

2. PERSONNEL.

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

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

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

D. Contractor's Safeguard. The parties to this agreement recognize that entities or persons providing government-funded services to the public are the subject of public scrutiny. Consequently, by entering into this agreement, Contractor assumes an affirmative and ongoing duty during the pendency of this contract to maintain compliance with requirements set forth in subsection E below. Such compliance requires the use of criminal or other legal background checks upon all personnel or agents providing services pursuant to this agreement, or administering the funds conveyed under this agreement.

E. Participant Safeguard. Contractor certifies that:

1) Persons convicted of any felony, drug or drug-related offense, crime of falsehood or dishonesty, crime of moral turpitude or crime against another person during the ten-year period concluding on the date of execution of this contract or during the pendency of this contract, or any individual who is known by Contractor 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 Contractor to have had a prior employment history of abuse, neglect or exploitation of children or vulnerable adults,

shall not be permitted to provide services or interact in any way with persons served pursuant to this contract; and

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

4) Any question concerning the interpretation of this subsection E and/or its application to an individual shall be referred to the Director of the Agency administering the funding of this agreement for the County. The Director's decision shall be final for purposes of compliance with this contract. The term "conviction" shall include convictions from any federal, state, local, military, or other court of competent jurisdiction, and shall include being placed into a diversion or deferred judgment program in lieu of prosecution. Contractor 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 Contractor would have no other reasonable way of knowing of these acts.

F. Revocation. It is understood that this contract may be revoked at the discretion of the County if Contractor is in violation of Subsection E.

No penalty shall be assessed to the County for revocation of this agreement in the event of a breach of any portion of Appendix A, Section 2.

3. PROHIBITION OF CONFLICTS OF INTEREST.

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

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

C. Employee Conflicts. Situations in which (1) an employee of the County shall also be an employee of Contractor at the time of the agreement, (2) an employee of Contractor seeks additional/alternate employment with County during pendency of the agreement, or (3) an employee of County seeks additional/alternate employment with Contractor during pendency of the agreement, shall require written notice to the County at the addresses listed in Section 12 of the Agreement. The County shall make every effort to assure that such employees do not have any authority to approve (1) grant funds, (2) agreements, or (3) affiliate status to the Contractor or Contractor's competitors.

D. Notice to Bidders. Requests for proposal or invitations for bid issued by Contractor to implement this contract will provide notice to prospective bidders that County's conflict of interest provision is applicable in that contractors who develop or draft specifications, requirements, statements of work and/or RFP's for a proposed procurement shall be excluded from bidding or submitting a proposal to compete for the award of such procurement.

4. FUNDING.

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

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

C. Non-Supplanting Existing Funds. Contractor assures that grant funds made available under County mill levy grants and administered under this contract will not be used to supplant existing funds or other funding sources, but will be used to increase the amounts of those other funding sources.

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

5. PROGRAM INCOME.

Contract-related program income, if generated, shall be collected by Contractor and reported to County on Contractor's quarterly reports, required in Section 6 below, and shall be used to offset the costs related to the program.

6. RECORDS, REPORTS AND INSPECTION.

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

B. Maintenance of Records. Except as otherwise authorized by County, Contractor shall retain such documentation for a period of three (3) years after receipt of the final expenditure report under this contract, unless action, including but not limited to litigation or audit resolution proceedings, necessitate maintenance of records beyond this three (3) year period.

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

D. Audit. Contractor shall provide for an annual independent audit of its financial records and shall provide a copy of said audit to County, upon request. If not otherwise required by law to perform an audit and upon approval by County, Contractor may provide a copy of a financial balance sheet developed by a reputable accountant/accounting firm instead of a formal audit.

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

Kansas Department of Children and Families, through any authorized representative, access to and the right to examine all records, books, papers, and/or documents related to its grant of funds.

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

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

7. METHOD OF BILLING AND PAYMENT.

A. Billing Procedures. Contractor agrees that billings and payments under this contract shall be processed in accordance with established budgeting, purchasing and accounting procedures of Sedgwick County, Kansas. Subject to the maximum amount of compensation prescribed in Section 4 of this contract, payment shall be made after the receipt of billing, and the amount of payment shall not exceed the maximum amount allowed by this contract.

B. Support Documentation. Billing shall be supported with documentation required by County including, but not necessarily limited to, that documentation described in Section 6 above.

C. Reimbursement Restrictions. Payments shall be made to Contractor only for items and services provided to support the contract purpose when such items and services are specifically authorized by this agreement. County reserves the right to disallow reimbursement for any item or service billed by Contractor if County believes that such item or service was not provided to support the contract purpose or was not authorized by the contract.

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

8. PARTICIPANT INPUT.

Contractor shall provide persons receiving services funded pursuant to this contract with an opportunity to assess and evaluate the program at least once during the contract term, unless such requirements are more specifically addressed elsewhere in this agreement or by statute.

9. LICENSES, PERMITS AND INSURANCE.

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

10. EPA APPROVED BUILDING.

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

11. ACCESSIBILITY.

Contractor will comply with the Rehabilitation Act of 1973, as amended, Section 504, which prohibits discrimination against handicapped persons in employment services, participation and access to all programs receiving federal financial assistance. Contractor shall also comply with applicable requirements of the Americans With Disabilities Act (ADA), as amended, 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.

12. ASSIGNMENT.

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

13. 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.

14. 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.

15. COMPLIANCE WITH APPLICABLE LAWS, SERVICE STANDARDS AND REQUIRED PROCEDURES.

A. Compliance with Law. Contractor shall comply with all applicable local, state and federal laws and regulations, in carrying out this contract, regardless of whether those legal requirements are specifically referenced in this agreement. Contractor shall also perform the services set forth in this contract in compliance with applicable standards and procedures specified in Appendix B, attached hereto.

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

16. EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION.

In carrying out this contract, Contractor shall deny none of the benefits or services of the program to any eligible participant pursuant to K.S.A. 44-1001 *et seq.*

A. Contractor shall observe the provisions of the Kansas act against discrimination and shall not discriminate against any person in the performance of work under this contract because of race, religion, color, sex, disability, national origin, or ancestry.

B. In all solicitations or advertisements for employees, Contractor shall include the phrase "equal opportunity employer" or a similar phrase to be approved by the Kansas Human Rights Commission.

C. If Contractor fails to comply with 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)*.

17. AMENDMENTS TO AGREEMENT.

To provide necessary flexibility for the most effective execution of this contract, whenever both County and Contractor mutually agree, changes to this contract may be effected by placing them in written form and incorporating them into this contract. Any change which affects contract objectives must be approved by COMCARE and the Sedgwick County Board of Commissioners. Line item changes to the approved Appendix C Budget (where applicable) exceeding ten percent (10%) or \$5,000, whichever is less, must be presented to and approved by the Executive Director of COMCARE.

18. 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 (thirty) 30 days prior to beginning date of the contract term.

19. 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 excluded from the system and any federal funding received or to be received by the County in relation to

this agreement prohibits the County from contracting with any Contractor that has been so listed. In the event the Contractor is debarred or suspended under the SAM, the Contractor shall notify the County in writing of such determination within five (5) business days as set forth in the Notice provision in this agreement. 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 the 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 PURPOSE, GOALS AND OBJECTIVES

BEHAVIORIAL LINK

It is mutually agreed by and between County and Contractor that it is the purpose of this Agreement that Contractor provides psychosocial rehabilitation, attendant care, and respite services for youth with severe emotional disturbances. Services under this Agreement will be provided to individuals authorized for services through COMCARE.

1. GENERAL PROVISIONS.

- a. Contractor agrees that any services provided under this Agreement must be pre-approved by COMCARE Children Services (CS) staff.
- b. It is understood that Contractor's records used in the preparation of all reports are subject to review by County to insure the accuracy and validity of the information reported.
- c. Contractor expressly agrees that all services provided under this Agreement shall meet all applicable Medicaid requirements and guidelines.
- d. It is mutually agreed by and between County and Contractor that this Agreement will be evaluated by County in terms of obtaining goals and objectives.
- e. Contractor shall provide written notice to the Executive Director of COMCARE if it is unable to provide the required quantity or quality of service. This written notice shall include a plan to address the issues affecting quantity and/or quality of services being provided.
- f. COMCARE's Director of Quality Management must be notified by Contractor as soon as possible, but no later than 24 hours after Contractor is aware of the incident. In accordance with the MCO Provider Manual, the following incidents must be reported immediately:
 - Death of a mental health consumer receiving services from Contractor.
 - Suicide attempt.
 - Medication error.
 - Any event requiring the services of the fire department or law enforcement agency beyond the scope of contractor's routine delivery of services.
 - Abuse or alleged abuse involving a consumer.
 - An injury or illness (non-psychiatric) of a consumer that requires medical treatment more intensive than first aid.
 - A consumer who is out of contact with staff for more than 24 hours without prior arrangement, or a consumer who is in immediate danger because he/she

- is missing for any period of time.
- Any fire, disaster, flood, earthquake, tornado, explosion, or unusual occurrence that necessitates the temporary shelter or relocation of residents.
 - Seclusion or restraint (seclusion and/or restraint of clients on the SED or PRTF waiver must be reported by the fifth working day of the month to COMCARE's Director of Quality, Risk Management and Compliance).
 - Other incidents identified by Contractor as critical, adverse or unusual.
- g. Contractor shall provide written notice to the Director of COMCARE if it is unable to provide the required quantity or quality of service. This written notice shall include a plan to address the issues affecting quantity and/or quality of services being provided.
- h. Contractor agrees to utilize the COMCARE-CS treatment plan for COMCARE-CS referred youth.
- i. Contractor agrees to utilize the wraparound model of intervention utilizing a child/family team process approach.
- j. Contractor agrees to provide any requested information for all child/family team meetings requested by COMCARE-CS staff. This information will be provided in person whenever possible, or through written documentation.
- k. COMCARE will not deny referral for services to any client based on ability to pay. County will provide full payment to Contractor for any youth referred without an ability to pay.
- l. Contractor will meet with representatives from COMCARE-CS on a yearly basis to discuss successes, concerns, improvements and changes to be implemented.
- m. Contractor shall not exceed the number of hours listed on the Treatment Plan. Hours in excess of the number of hours on the Treatment Plan may be denied payment.
- n. Consistent with good patient care and State of Kansas mental health licensing requirements, County and Contractor agree it is their mutual intent to comply with the provisions of state and federal regulations in regard to confidentiality of eligible participant records.
- o. To ensure compliance with all state and federal regulations, Contractor agrees to notify COMCARE within one (1) business day of discovery of any improper coding violations.
- p. Contractor is responsible for obtaining all necessary training including MCO and KDADS/DCF required trainings for the delivery of contracted services. Supervisors must also meet the qualification and training requirements as defined

by KHS and SRS. Supervision of their provider staff will be delivered by the Contractor and will comply with all necessary requirements related to the specific service activity, including the nature and frequency of the contacts. Documentation of all staff members' qualifications, training, and supervision will be made available to COMCARE.

GENERAL PSYCHOSOCIAL REHABILITATION PROVISIONS:

1. Contractor will meet daily documentation procedures, as required by COMCARE-CS. COMCARE will provide training to Contractor on an as-needed basis.
2. Accurate service documentation must be turned in to COMCARE Children Services Program later than noon on the first business day of the week and noon on the first business day after the last of the month. Monthly summary of services is due by the 10th of the month.
3. Psychosocial services provided under this Agreement will correlate to the youth's treatment goals as outlined in the COMCARE Plan of Care.

GENERAL SHORT-TERM RESPITE CARE PROVISIONS:

1. Contractor will meet daily documentation procedures, as required by COMCARE. COMCARE will provide training to Contractor on an as-needed basis.
2. Accurate service documentation must be turned in to COMCARE no later than fourteen (14) days after service delivery. A monthly summary of services is due by the 10th of the month.
3. Short-term respite care services provided under this Agreement will correlate to the youth's treatment goals as outlined in the COMCARE Treatment Plan.

3. STATE REPORTING.

Contractor agrees to its inclusion in the A.I.M.S. Database and will provide COMCARE with any documentation, both qualitative and quantitative, upon request and within the time frame designated by COMCARE.

4. SERVICE GOALS AND OBJECTIVES.

Contractor agrees to report on service goals and objectives quarterly. Agreed upon goal(s) include the following:

1. At least 90% of youth with an SED receiving community-based services from Contractor shall reside in a family home setting that includes living in the birth family home, living independently, foster family, or with a relative or family friend.
2. At least 90% of youth with an SED receiving community-based services from Contractor shall attend school regularly (i.e. less than five unexcused absences in the last six months).

3. At least 90% of youth will receive services within 10 business days of referral by COMCARE.

Performance reports are due by the 30th day of the month following the end of the calendar quarter. Reports should be submitted to the attention of the COMCARE Contract Administrator at 934 N. Water, Wichita, KS 67203.

5. METHOD OF BILLING AND PAYMENT.

- a. Appeals for non-payment based on Contractor discrepancies with COMCARE-CS reconciliation may be sent to the Director of COMCARE-CS. Payments shall be mailed to Contractor's address as set out in Section 12 of the Agreement.
- b. Request for additional services (services over the amount authorized) must be received at least five (5) days prior to service delivery and documented in writing. The request may be put in writing via e-mail and sent to the client's case manager, the case manager's supervisor, and the project manager for affiliate and contract relations and the CS director.
- c. For all assessments for medical necessity and treatment services performed by Contractor, if an external audit or other audit requires recoupment of Medicaid billed services because of inadequate documentation, Contractor will be responsible for that recoupment amount and any penalties assessed against County. Further, if errors committed by Contractor and/or its staff or contractors put County into a level of penalty that would not have occurred without the Contractor's errors, Contractor will be responsible for any and all recoupments and penalties assessed against County. County will be responsible for proper submission of billing to Medicaid and will be responsible for billing service codes and units of service claims as submitted by Contractor. If repayment of Medicaid billed services is required that results from an error on the part of County, County will be responsible for that re-payment amount and any penalties assessed.