

STATE OF KANSAS
Kansas Department for Aging
And Disability Services
AND
ComCare of Sedgwick County, Inc. FCS CMHC

**SECOND AMENDMENT TO
PARTICIPATING CMHC AGREEMENT FY '16**

THIS Second Amendment to the Participating CMHC Agreement (the "Amendment") is made and entered into effective this 1st day of October, 2016 by and among the Secretary of the Department for Aging and Disability Services ("KDADS") and ComCare of Sedgwick County, Inc. FCS ("CMHC"), collectively hereinafter referred to as the "Parties".

RECITALS

WHEREAS, the Parties entered into the Original Agreement effective the 1st day of July, 2015;

WHEREAS, the Parties executed a Letter Addendum: FY '16 Participating CMHC Agreement (the "Addendum") to the Original Agreement effective January 1, 2016;

WHEREAS, the Parties wish to modify certain terms and provisions of the Original Agreement pursuant to the terms and conditions contained herein;

NOW, THEREFORE, for and in consideration of the mutual promises of the Parties contained in this Amendment, as well as other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. ADDITIONAL COMPENSATION:

A total amount payable under this Amendment shall not exceed \$1,305,631 (25% of the amount identified in Section I, paragraph D of the FY' 16 Participating CMHC Agreement), excluding Mental Health Block Grant Funds. The CMHC shall be compensated according to the terms and conditions and as outlined in the Original Agreement that was effective July 1, 2015 with consideration of the Addendum to the Original Agreement that was effective January 1, 2016.

II. AMENDED PARAGRAPH:

The Original Agreement is amended to read as follows:

The Parties agree to amend Section I, Paragraph D. of the Original Agreement in that the term of the agreement shall be extended from October 1, 2016 through December 31, 2016, unless

earlier terminated pursuant to the provisions herein. Additionally, the parties agree to amend the total compensation shall not exceed \$1,195,316 (25% of the amount identified in Section I, paragraph D of the FY' 16 Participating CMHC Agreement).

III. AMENDED PARAGRAPH:

The Original Agreement is amended to read as follows:

The Parties agree to amend Section IV. Paragraph A. of the Original Agreement in that the total compensation shall be as stated in Paragraph I of this Amendment.

IV. AMENDED PARAGRAPH:

The Original Agreement is amended to read as follows:

The Parties agree to amend Section IV. Paragraph B. of the Original Agreement in that the term of the agreement shall be extended from October 1, 2016 through December 31, 2016, unless earlier terminated pursuant to the provisions herein.

V. AMENDED PARAGRAPH:

The Original Agreement is amended to read as follows:

The Parties agree to amend Section IV. Paragraph N. of the Original Agreement in that the SFYQ1 reports shall be due no later than October 30, 2016.

VI. AMENDED PARAGRAPH:

The Original Agreement is amended to read as follows:

The Parties agree to amend Section I. Paragraph D of the original agreement in that 25% of the quarterly payment will not be withheld due to non-compliance if the non-compliance is the result of the AIMS website not functioning appropriately.

VII. ADDITIONAL AMENDMENTS:

The Parties agree to amend the Addendum in that the term of agreement to perform screens shall be extended from October 1, 2016 through December 31, 2016, unless earlier terminated pursuant to the provisions herein. Additionally, the total compensation to perform the screens shall not exceed \$110,315 (one half of the amount identified in the Addendum).

VIII. REAFFIRMATION OF UNMODIFIED TERMS AND PROVISIONS:

With the exception of the amendments and additions contained herein, all of the rest and remainder of the terms and provisions of the Original Agreement shall remain in full force and effect.

IX. SIGNATURES.

This Amendment (and any modifications, or waivers in respect hereof) may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same document. Facsimile signatures or signatures emailed in portable document format (PDF) shall be acceptable and deemed binding on the Parties hereto as if they were originals.

X. ELECTRONIC SIGNATURES

The Parties, and any non-party approver, agree that by typing in the name of the "Authorized Signatory" for the CMHC, any other party or non-party approver and marking the box "approved", that this not only constitutes the in-evocable acceptance of all terms contained in the agreement, but also that the signing party is authorized to bind the CMHC to such agreement and that any objection to foundation, its authenticity or admission into evidence, if necessary, is hereby waived

IN WITNESS WHEREOF, the KDADS has executed this Amendment by its duly authorized representative.

**KANSAS DEPARTMENT FOR AGING
AND DISABILITY SERVICES**

CMHC: ComCare of Sedgwick County, Inc. FCS

By: _____

Timothy Keck, Acting Secretary

By: _____

CMHC Executive Director or
Authorized signatory

Date: _____

Date: _____

Approved As To Form

Misha C. Jacob-Warren